

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-126028	April 7, 2014

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Amazon.com, Inc	b. Tel. No. 206-266-1000	c. Cell No.
d. Address (street, city, state ZIP code) 1200 12th Ave. South Ste 1200 Seattle, WA 98144-2734	e. Employer Representative Liz Swanby, Manager	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Phoenix, AZ
i. Type of Establishment (factory, nursing home, hotel) Warehouse	j. Principal Product or Service Online Retailer	k. Number of workers at dispute location 500+
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Within the past six months, the above-named Employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the Act by, including, but not limited to, promulgating an overly broad and discriminatory rule preventing employees from asking questions during group meetings and interrogating employees about their concerted activities.</p> <p>By these and other acts, the above-named Employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the Act.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number)		
(b) (6), (b) (7)(C) an Individual		
4a. Address (street and number, city, state, and ZIP code)	4b. Tel. No.	4c. Cell No.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
	4d. Fax No.	4e. e-Mail
	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) N/A		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By: (b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)
(signature of representative or person making charge)	(b) (6), (b) (7)(C), an Individual	Office, if any, Cell No.
Address:	Print Name and Title	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	Date:	Fax No.
		e-Mail
		(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



Littler Mendelson, P.C.
Camelback Esplanade
2425 East Camelback Road
Suite 900
Phoenix, AZ 85016

April 24, 2014

Frederick C. Miner
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**Via E-Filing,
Electronic Mail: Keith.Ebenholtz@nrlrb.gov
and U.S. Mail**

Keith Ebenholtz, Board Agent
NLRB Region 28
2600 North Central Avenue, Suite 1400
Phoenix, Arizona 85004

Re: Amazon.com; Case 28-CA-126028

Dear Mr. Ebenholtz:

We have received and reviewed your letter dated April 17, 2014, requesting certain information regarding the Charge filed by (b) (6), (b) (7)(C) in this case. The purpose of this letter, the affidavits of (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C) Aff."), (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C) Aff."), (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C) Aff."), (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C) Aff."), and (b) (6), (b) (7)(C) ("(b) (6), (b) (7)(C) Aff."), and the accompanying Exhibits, is to respond to your requests for information.

According to your letter, (b) (6), (b) (7)(C) contends that Amazon violated Section 8(a)(1) of the Act on about (b) (6), (b) (7)(C) 2014, when it issued a verbal warning to (b) (6), (b) (7)(C) and during a meeting in Human Resources allegedly threatened and disparaged employees, both in retaliation for certain unidentified concerted activities. Those contentions have no merit. (b) (6), (b) (7)(C) was not disciplined on (b) (6), (b) (7)(C) or as a result of any incident occurring on (b) (6), (b) (7)(C); nor was there any disparagement of (b) (6), (b) (7)(C) or coworkers' workplace conduct. That date (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C) and a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for a productive discussion about (b) (6), (b) (7)(C) concerns pertaining to theft and security on the Company's premises. During the meeting, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) also discussed (b) (6), (b) (7)(C) earlier argumentative and confrontational behavior during a team meeting. (b) (6), (b) (7)(C) justified (b) (6), (b) (7)(C) conduct by saying that (b) (6), (b) (7)(C) believed some amount of antagonism was necessary to get management's attention; but (b) (6), (b) (7)(C) agreed with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) when they urged (b) (6), (b) (7)(C) to respect (b) (6), (b) (7)(C) coworkers by refraining from loud interruptions and by allowing others the opportunity to participate in meeting discussions. (b) (6), (b) (7)(C) was not threatened and there was no interference with any of (b) (6), (b) (7)(C) rights protected by Section 7.

(b) (6), (b) (7)(C) also reportedly alleges that Amazon promulgated an overly broad rule prohibiting employees from engaging in concerted activities during a training program (b) (6), (b) (7)(C) observed on April 9, 2014. That is false. The program, which was presented via video recording, was simply a reminder about the importance of complying with the law and conducting business in an ethical

manner, consistent with Amazon's Code of Business Conduct & Ethics. See (b) (6), (b) (7)(C) Aff. ¶¶ 4-8; (b) (6), (b) (7)(C) Aff. ¶ 14. Neither the Code of Business Conduct & Ethics itself, a copy of which accompanies this letter as **Exhibit A**, nor the video training program, a copy of which accompanies this letter as **Exhibit B**, contain any unlawful restrictions on associates' rights. (b) (6), (b) (7)(C) contention, that the training somehow violates the Act, contradicts the main thrust and purpose of the Code and the training program, both of which underscore the importance of legal compliance in all facets of the Company's business. The Code of Business Conduct & Ethics is not unlawfully overbroad.

The charge has no merit. It should be dismissed, absent withdrawal.

Background Concerning The Stand-Up Meeting On April 1, 2014

(b) (6), (b) (7)(C) is an employee of Amazon.com (referred to by Amazon as a business "associate") at the PHX3 Fulfillment Center ("FC") located at 6835 West Buckeye Road in Phoenix. (b) (6), (b) (7)(C) began working for Amazon on (b) (6), (b) (7)(C), and has maintained the same position for the duration of (b) (6), (b) (7)(C) employment. Copies of (b) (6), (b) (7)(C) personnel file materials are attached as **Exhibit C**.

The allegations in the charge appear to have their genesis at a team meeting held on April 1, 2014. (b) (6), (b) (7)(C) and the other associates in the packing department at the FC regularly meet, twice per day, in informal "stand-up" meetings conducted by (b) (6), (b) (7)(C) and team (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) Aff. ¶ 5. The stand-up meetings typically begin with an associate offering a "safety tip." *Id.* ¶ 6. During the first stand-up of the day on April 1, (b) (6), (b) (7)(C) offered the safety tip. *Id.* ¶ 7. Because (b) (6), (b) (7)(C) recently had seen an email cautioning associates about vehicle break-ins that occurred in the FC parking lot, (b) (6), (b) (7)(C) said that associates should be careful to remember to lock their car doors and secure their personal belongings left in the parking lot. *Id.*

(b) (6), (b) (7)(C) who was attending the stand-up, interrupted (b) (6), (b) (7)(C) and asked what Amazon would do if (b) (6), (b) (7)(C) car was broken into. *Id.* at ¶ 8. (b) (6), (b) (7)(C) began discussing the reasons for making sure that personal items left in the parking lot are properly secured, but (b) (6), (b) (7)(C) again interrupted, preventing (b) (6), (b) (7)(C) or others from speaking. *Id.* (b) (6), (b) (7)(C) attempted to clarify (b) (6), (b) (7)(C) question to be sure (b) (6), (b) (7)(C) understood it correctly, but (b) (6), (b) (7)(C) again prevented (b) (6), (b) (7)(C) from doing so, and continued to speak over (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) re-asking (b) (6), (b) (7)(C) question about Amazon's policy pertaining to theft on the property repetitively. *Id.*

(b) (6), (b) (7)(C) eventually demanded to know whether Amazon would pay to replace (b) (6), (b) (7)(C) stolen items if (b) (6), (b) (7)(C) car was broken into while on its premises. *Id.* ¶ 9. In response, (b) (6), (b) (7)(C) attempted in good faith to explain that (b) (6), (b) (7)(C) did not know Amazon's policy in that respect, but (b) (6), (b) (7)(C) offered to research it and report the answer to the group at a later time. *Id.* (b) (6), (b) (7)(C) once again interrupted (b) (6), (b) (7)(C) and retorted combatively that (b) (6), (b) (7)(C) shouldn't have brought the issue up if (b) (6), (b) (7)(C) didn't know the policy. *Id.* ¶ 10. In fact, the specific subject came up because (b) (6), (b) (7)(C) asked about it, and (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) attempted to respond to (b) (6), (b) (7)(C) question. *Id.*

At no time did (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) discourage (b) (6), (b) (7)(C) questions or ask (b) (6), (b) (7)(C) to refrain from speaking. *Id.* ¶ 12. In spite of (b) (6), (b) (7)(C) persistent interruptions, (b) (6), (b) (7)(C) genuinely attempted to respond to (b) (6), (b) (7)(C) questions. *Id.* Eventually, (b) (6), (b) (7)(C) informed the team that (b) (6), (b) (7)(C) did not have the answer to (b) (6), (b) (7)(C) question about Amazon's policy pertaining to theft, and (b) (6), (b) (7)(C) would get back to (b) (6), (b) (7)(C) and the group once (b) (6), (b) (7)(C) had that answer. *Id.*

(b) (6), (b) (7)(C) Arranges For A Meeting With (b) (6), (b) (7)(C) And (b) (6), (b) (7)(C) To Answer (b) (6), (b) (7)(C) Question And Discuss Respectful Conduct During Stand-Up Meetings

Following the meeting, (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) observed that (b) (6), (b) (7)(C) behavior seemed unusually aggressive, and (b) (6), (b) (7)(C) was uncomfortable and felt intimidated by (b) (6), (b) (7)(C). *Id.* ¶ 14. (b) (6), (b) (7)(C) who had attended the meeting to introduce himself to the group, also spoke with (b) (6), (b) (7)(C) and complained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) behavior seemed aggressive and was concerning to (b) (6), (b) (7)(C). *Id.*; (b) (6), (b) (7)(C) Aff. ¶ 12. (b) (6), (b) (7)(C) who witnessed the exchange with (b) (6), (b) (7)(C) first-hand, independently observed that (b) (6), (b) (7)(C) created an uncomfortable environment during the meeting that seemed to quell participation of others. (b) (6), (b) (7)(C) Aff. at ¶¶ 5-11. (b) (6), (b) (7)(C) made the decision to contact Human Resources, and (b) (6), (b) (7)(C) was referred to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) Aff. ¶ 7. They decided to speak with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) security concern, and also discuss (b) (6), (b) (7)(C) perceived disrespectful conduct during the stand-up meeting. (b) (6), (b) (7)(C) Aff. ¶ 16; (b) (6), (b) (7)(C) Aff. ¶¶ 4-8.

At about noon that day, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met in a Human Resources department office. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) first answered the question (b) (6), (b) (7)(C) raised during the morning stand up, but which (b) (6), (b) (7)(C) had been unable to answer. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that Amazon's policy is to partner with local law enforcement to file a police report when theft occurs, so the impacted associate can make a claim with (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) own insurance company. (b) (6), (b) (7)(C) Aff. ¶ 18; (b) (6), (b) (7)(C) Aff. at ¶¶ 9-10. (b) (6), (b) (7)(C) shared information about (b) (6), (b) (7)(C) concerns related to security in the parking lot. (b) (6), (b) (7)(C) Aff. ¶ 18; (b) (6), (b) (7)(C) Aff. ¶ 11. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) insurance broker told (b) (6), (b) (7)(C) that if (b) (6), (b) (7)(C) filed a claim for theft that occurred on Amazon's property, the insurer would seek reimbursement from Amazon. (b) (6), (b) (7)(C) Aff. ¶¶ 10-11. (b) (6), (b) (7)(C) also recounted stories about other associates who had items stolen from their cars, or had their cars vandalized on Company property. *Id.* (b) (6), (b) (7)(C) reassured (b) (6), (b) (7)(C) that security guards roam the FC parking lot on a frequent basis, keeping an eye out for suspicious activity and enforcing the "no trespassing" policy by nonemployees. (b) (6), (b) (7)(C) Aff. ¶ 19; (b) (6), (b) (7)(C) Aff. ¶ 13.

(b) (6), (b) (7)(C) had the opportunity to suggest that Amazon install a fence and gate surrounding the parking lot to promote security, and there was discussion about the advantages and disadvantages. (b) (6), (b) (7)(C) Aff. ¶ 20; (b) (6), (b) (7)(C) Aff. ¶ 14. Among other things, a gate would increase traffic congestion for associates entering and exiting the facility; and cost issues of course had to be considered. *Id.* When (b) (6), (b) (7)(C) began to debate the merits of Amazon's policy and (b) (6), (b) (7)(C) suggestion to install a gate, (b) (6), (b) (7)(C) was told that (b) (6), (b) (7)(C) concerns were valid, but that ultimately these issues were outside (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) control, and would have to be addressed at a corporate level. (b) (6), (b) (7)(C) Aff. ¶¶ 20-21; (b) (6), (b) (7)(C) Aff. ¶ 15. (b) (6), (b) (7)(C) assured (b) (6), (b) (7)(C) that they would bring (b) (6), (b) (7)(C) concerns to management. (b) (6), (b) (7)(C) Aff. ¶ 21; (b) (6), (b) (7)(C) Aff. ¶ 16.

During the meeting, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) also addressed (b) (6), (b) (7)(C) conduct during the morning stand-up. (b) (6), (b) (7)(C) emphasized that, while (b) (6), (b) (7)(C) questions were appropriate, the way (b) (6), (b) (7)(C) asked them was not. (b) (6), (b) (7)(C) Aff. ¶ 22; (b) (6), (b) (7)(C) Aff. ¶ 18. (b) (6), (b) (7)(C) reminded (b) (6), (b) (7)(C) that stand-ups serve an important purpose by providing all of the associates time and an opportunity to raise questions and concerns, and that it was unfair to (b) (6), (b) (7)(C) fellow team members to monopolize the conversation and interrupt others. *Id.* (b) (6), (b) (7)(C) was asked to respect the fact that *all* associates are entitled to speak at stand-up, and to be more conscientious about allowing them to do so. *Id.* In fact, contrary to (b) (6), (b) (7)(C) allegations that (b) (6), (b) (7)(C) was threatened and retaliated against for (b) (6), (b) (7)(C) concerted activity, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) comment that (b) (6), (b) (7)(C) “should know the policy before bringing it up” was a fair point, but one that could have been made without becoming confrontational. *Id.*

(b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to explain (b) (6), (b) (7)(C) version of events so (b) (6), (b) (7)(C) could better understand (b) (6), (b) (7)(C) point of view. *Id.* When asked, (b) (6), (b) (7)(C) again became combative, and (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) had caused a disruption during the meeting “on purpose” in order to “hold management accountable.” (b) (6), (b) (7)(C) Aff. ¶ 23; (b) (6), (b) (7)(C) Aff. ¶ 19. (b) (6), (b) (7)(C) was cautious to respond calmly to (b) (6), (b) (7)(C) somewhat striking statement in order to prevent the situation from escalating. (b) (6), (b) (7)(C) Aff. ¶ 23. (b) (6), (b) (7)(C) simply repeated again that being disrespectful and monopolizing the standup is not the right way to treat (b) (6), (b) (7)(C) coworkers. (b) (6), (b) (7)(C) Aff. ¶ 22; (b) (6), (b) (7)(C) Aff. ¶ 20. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that in addition to participating respectfully in stand-up, (b) (6), (b) (7)(C) should always feel free to approach Human Resources or management to voice (b) (6), (b) (7)(C) concerns. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would be more respectful of others in the future. (b) (6), (b) (7)(C) Aff. at ¶ 23; (b) (6), (b) (7)(C) Aff. ¶ 20.

During the meeting with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was not issued a verbal warning or chastised in any way. (b) (6), (b) (7)(C) Aff. ¶ 24; (b) (6), (b) (7)(C) Aff. ¶ 21. No disciplinary action was discussed or threatened, and (b) (6), (b) (7)(C) was not written up for (b) (6), (b) (7)(C) behavior. (b) (6), (b) (7)(C) Aff. ¶ 24; (b) (6), (b) (7)(C) Aff. ¶ 21; (b) (6), (b) (7)(C) Aff. ¶ 10. The conversation that took place between (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is not a part of Amazon’s disciplinary spectrum. (b) (6), (b) (7)(C) Aff. ¶ 12. Indeed, if disciplinary action had been taken against (b) (6), (b) (7)(C) a record of it would be reflected in (b) (6), (b) (7)(C) personnel file. *Id.* ¶ 11. It is Amazon’s protocol to document all formal discipline. *Id.* No such record is present in (b) (6), (b) (7)(C) file because (b) (6), (b) (7)(C) received no discipline on, or because of conduct arising out of, incidents on April 1. *Id.*

Post Script: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Keep Their Promise To Answer (b) (6), (b) (7)(C) Question Concerning Amazon’s Policy Pertaining To Theft At The Afternoon Stand-Up

Later, during the afternoon stand-up meeting, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) kept their promise to answer for the entire team (b) (6), (b) (7)(C) question that morning about Amazon’s property theft policy. (b) (6), (b) (7)(C) announced that Amazon’s policy is to partner with the affected associate and local law enforcement to help file a police report so that a claim to the associate’s personal insurance carrier could be made. (b) (6), (b) (7)(C) Aff. ¶ 25; (b) (6), (b) (7)(C) Aff. ¶ 23. After a few questions from associates about the subject, associate (b) (6), (b) (7)(C) a good friend of (b) (6), (b) (7)(C) raised (b) (6), (b) (7)(C) hand. (b) (6), (b) (7)(C) Aff. ¶ 25; (b) (6), (b) (7)(C) Aff. ¶ 24. (b) (6), (b) (7)(C) asked whether Amazon would fence the parking lot and build a gate at the entrance. *Id.* (b) (6), (b) (7)(C) thanked (b) (6), (b) (7)(C) for the question and talked

Mr. Keith Ebenholtz
April 24, 2014
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through some of the issues a gate would cause. *Id.* (b) (6), (b) (7)(C) said that (b) (6) would report the idea to the General Manager and potentially to corporate management. *Id.* Just as the morning stand-up had proceeded, neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) dismissed the question or told any associate to stop talking. (b) (6), (b) (7)(C) Aff. ¶ 27; (b) (6), (b) (7)(C) Aff. ¶ 25.

After April 1, 2014, (b) (6), (b) (7)(C) did not mention this topic to anyone in HR or management again. (b) (6), (b) (7)(C) Aff. ¶ 28; (b) (6), (b) (7)(C) Aff. ¶ 27; (b) (6), (b) (7)(C) Aff. ¶ 13; (b) (6), (b) (7)(C) Aff. ¶ 13. Had (b) (6) done so, any one of the members of these departments would have helped (b) (6), (b) (7)(C) get into contact with FC upper management to discuss the issue. (b) (6), (b) (7)(C) Aff. ¶ 26; (b) (6), (b) (7)(C) Aff. ¶ 27. Management assumed, based on (b) (6), (b) (7)(C) decision not to pursue the matter, that it had been addressed to (b) (6), (b) (7)(C) satisfaction. *Id.*

Conclusion

At bottom, the unlawful behavior (b) (6), (b) (7)(C) has complained of has no basis in reality. Whatever (b) (6), (b) (7)(C) motivations, it is clear that (b) (6), (b) (7)(C) charge does not seek to redress any violation of (b) (6), (b) (7)(C) protected right to act concertedly. Under no reasonable interpretation of the facts above can Amazon be found to have engaged in unlawful activity. To the contrary, Amazon prides itself on cultivating a culture of mutual respect and open discourse, which is evidenced by every aspect of the way in which its management team handled the incident in question. Plainly, (b) (6), (b) (7)(C) Charge has no merit, and it should be dismissed, absent withdrawal.

We believe this letter is responsive to all of the information requests in your April 17, correspondence. (b) (6), (b) (7)(C) has articulated no adequate basis for an unfair labor practice finding against Amazon. Should you have any additional questions, or if we can be of any additional assistance, please contact us. We will be glad to furnish any additional information necessary to complete your investigation.

Very truly yours,



Frederick C. Miner

FCM (b) (6), (b) (7)(C)
Encls.

Firmwide:126644074.1 034959.2224

STATE OF ARIZONA)
)
MARICOPA COUNTY)

(b) (6), (b) (7)(C), being sworn, states as follows:

1. I am an adult resident of the State of Arizona. I have personal knowledge of, and am competent to testify about, the matters contained in this affidavit. I have been informed that this affidavit will be treated as confidential by the U.S. government, and that it will not be disclosed unless and until the government is ordered to produce it in connection with a formal proceeding.

2. I am an (b) (6), (b) (7)(C) for Amazon.com at the PHX3 Fulfillment Center ("FC") located at 6835 West Buckeye Road in Phoenix. As an (b) (6), (b) (7)(C), I am responsible for supervising a group of approximately (b) (6), (b) (7)(C) associates who work in a designated area of the FC, specifically the (b) (6), (b) (7)(C). My duties as a manager include overseeing the daily operations of my group, evaluating and offering feedback on associate performance, and providing associates with support and training.

3. The group I supervise works Sunday through Wednesday, from 7:30 a.m. to 6:00 p.m.

4. I am familiar with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) has been an hourly Amazon associate at the FC since I began working in the packing department in (b) (6), (b) (7)(C) of 2014. (b) (6), (b) (7)(C) is a member of the group I supervise, and reports directly to me.

5. Two times a day, I hold what is called a "stand-up" meeting with my group. A stand-up is an informal and interactive team meeting at which questions are encouraged. It is intended as a way to address workplace safety and other housekeeping items with the group throughout the day.

6. On Tuesday, April 1, 2014, the morning stand-up began directly after the morning shift started at 7:30 a.m. I conducted the meeting along with Process Assistant ("PA") (b) (6), (b) (7)(C) [REDACTED].

7. As we do every work day, we opened the meeting by asking the team for a Safety Tip. Because an email warning the associates about several vehicle break-ins that had recently occurred in the FC parking lot was circulated the day before, (b) (6), (b) (7)(C) stated that the Safety Tip should be to remember to lock all car doors and secure personal belongings left in the parking lot.

8. While (b) (6), (b) (7)(C) was speaking, (b) (6), (b) (7)(C) interrupted and asked what Amazon would do if (b) (6) car was broken into. Not understanding entirely what (b) (6), (b) (7)(C) was getting at, I reiterated the reasons for making sure personal items left in the parking lot were secured. When (b) (6) persisted, I tried to ask (b) (6), (b) (7)(C) what (b) (6) meant by (b) (6) question. (b) (6), (b) (7)(C) continued to speak over me and (b) (6), (b) (7)(C) re-asking (b) (6) question repetitively. I started to respond that the meeting was not intended to be a formal presentation on Amazon's policy on property theft, and that (b) (6), (b) (7)(C) had been trying to offer a casual Safety Tip.

9. While I was saying this, (b) (6), (b) (7)(C) interrupted me yet again and asked in a very confrontational tone whether it was Amazon's policy to pay for any personal items stolen from the parking lot. I told (b) (6), (b) (7)(C) that I did not know Amazon's policy, but would research it and report the answer to the group at a later time.

10. As I was speaking, (b) (6), (b) (7)(C) was angrily mumbling something under (b) (6) breath, which I did not hear. (b) (6) then interrupted again, and in a very intimidating manner said, "Maybe you should learn it [meaning Amazon's policy regarding property theft on the premises] before you get up and talk about it." (b) (6), (b) (7)(C) did not acknowledge that the specific subject came up

because (b) (6) asked about it, and (b) (6), (b) (7)(C) and I were attempting to respond.

11. At this point, it became apparent to me that other members of the group were uncomfortable with the tension (b) (6), (b) (7)(C) created. Many of them began to shift their weight and look away. I again reiterated that I am not an expert on all of Amazon's policies, but said that I would get the answer to (b) (6) question at the next stand-up. I also told (b) (6), (b) (7)(C) that I would be happy to have a one-on-one conversation with (b) (6), (b) (7)(C) about any additional questions or concerns (b) (6) had.

12. At no time did I discourage (b) (6), (b) (7)(C) questions or ask (b) (6), (b) (7)(C) to stop talking. Until (b) (6), (b) (7)(C) interrupted me, I was making an effort to respond to (b) (6) question. Eventually, I stated that I did not have the precise answer (b) (6) wanted, and would get back to (b) (6), (b) (7)(C) and the group once I had that answer.

13. After that, there were no other questions or comments about this issue. The meeting ended at approximately 7:40 a.m.

14. When the meeting was over, (b) (6), (b) (7)(C) complained to me that (b) (6), (b) (7)(C) attitude had made (b) (6), (b) (7)(C) very uncomfortable and (b) (6), (b) (7)(C) felt intimidated. (b) (6), (b) (7)(C) a newly hired AM who had attended our stand-up to introduce himself to my team, also complained to me that (b) (6), (b) (7)(C) behavior seemed aggressive and was concerning to (b) (6), (b) (7)(C) and we talked about how to address the situation.

15. After these two discussions, I went to (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) what had happened at the meeting. (b) (6), (b) (7)(C) advised me to talk to (b) (6), (b) (7)(C) about the situation.

16. About an hour later, I discussed the incident with (b) (6), (b) (7)(C) I asked (b) (6), (b) (7)(C) to attend my group's lunch stand-up to explain Amazon's policy regarding vehicle break-ins. I also

asked if (b) (6) would be willing to help me talk to (b) (6), (b) (7)(C) about using common courtesy during stand-ups and not interrupting and speaking over others. (b) (6), (b) (7)(C) and I agreed to speak with (b) (6), (b) (7)(C) at about noon that day, approximately one half hour before (b) (6)'s lunch break.

17. When that time came, I approached (b) (6), (b) (7)(C) on the packing floor and asked (b) (6), (b) (7)(C) to come with me to talk. Though other associates were in the area, I used a conversational tone of voice and volume, and did not call attention to our interaction or the fact that we would be going to speak in an HR office. It did not appear to me that any other associates took notice of our conversation or the fact that (b) (6), (b) (7)(C) left the floor with me.

18. I started the meeting by telling (b) (6), (b) (7)(C) that I was committed to getting (b) (6), (b) (7)(C) an answer to the question (b) (6) had asked during stand-up, and had arranged this meeting to discuss it. By that time, (b) (6), (b) (7)(C) had researched Amazon's policy and consulted our Loss Prevention ("LP") specialist about the issue. (b) (6), (b) (7)(C) explained that Amazon's property theft policy is to partner with local law enforcement to file a police report so the associate can make a claim with his or her own insurance company. (b) (6), (b) (7)(C) replied that (b) (6)'s insurance agent told (b) (6), (b) (7)(C) that, under the law, Amazon should be liable for replacing any belongings that were stolen from the FC parking lot. (b) (6), (b) (7)(C) also said that (b) (6)'s insurance company would sue Amazon if it was forced to pay for any items of (b) (6), (b) (7)(C) that were stolen. (b) (6), (b) (7)(C) also told several stories about thefts that had occurred in FC parking lots in the past, and seemed to be suggesting that Amazon's current security protocols were not effective.

19. (b) (6), (b) (7)(C) reassured (b) (6), (b) (7)(C) that security guards roam the parking lot of our FC on a frequent basis, and that they keep an eye out for any suspicious activity and enforce a general "no trespassing" policy by nonemployees.

20. After a bit more back and forth on the issue between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

regarding potential solutions to the theft issue, (b) (6), (b) (7)(C) requested that Amazon fence and gate the FC parking lot. We told (b) (6), (b) (7)(C) that this would probably need to be decided at a corporate level, and that it was a problematic option because Amazon does not own the FC facility. We also told (b) (6), (b) (7)(C) that a gate would slow down traffic entering and exiting the parking lot, and, during peak traffic periods, this would cause major backups. When we expressed that this would also be very expensive for the company, (b) (6), (b) (7)(C) said that, because the managers "make so much money," they should take a pay cut to pay for the fences and gate.

21. I concluded by saying that (b) (6), (b) (7)(C) concerns were valid, but reiterated the policy as I understood it. I told (b) (6), (b) (7)(C) that, nevertheless, (b) (6), (b) (7)(C) and I would bring (b) (6), (b) (7)(C) concerns to (b) (6), (b) (7)(C) and others in management.

22. At that point, I turned the conversation to the next topic I wanted to discuss. I told (b) (6), (b) (7)(C) that I wanted to address what I perceived as (b) (6), (b) (7)(C) lack of professionalism at the morning stand-up. I said that, while (b) (6), (b) (7)(C) questions were appropriate, the way (b) (6), (b) (7)(C) asked them was not. I explained to (b) (6), (b) (7)(C) that stand-ups are all of the associates' time to raise questions and comments, and that it is unfair to (b) (6), (b) (7)(C) fellow associates when (b) (6), (b) (7)(C) monopolizes the conversation and interrupts others. I reminded (b) (6), (b) (7)(C) that such behavior is disrespectful and not how we, as Amazon associates, should be treating one another. I also said that it deprives fellow associates of their opportunity to make their concerns known at stand-up. I asked (b) (6), (b) (7)(C) to respect the fact that *all* associates are entitled to speak at stand-up. I also told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) comment that I should know the policy before bringing it up was a fair point, but there was no need for (b) (6), (b) (7)(C) to be confrontational with me. I then asked (b) (6), (b) (7)(C) what had happened from (b) (6), (b) (7)(C) perspective to better understand (b) (6), (b) (7)(C) point of view.

23: (b) (6), (b) (7)(C) tone then became combative, and (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) had been

disrespectful during the meeting "on purpose" in order to "hold management accountable." (b) (6), (b) (7)(C) said, "That's why I am disrespectful. That's why I cause disruption." Although I was a bit taken aback by (b) (6), (b) (7)(C) candor, I was cautious and responded calmly, as I did not want to escalate a potential dispute. I repeated again that being disrespectful and monopolizing the standup is not the right way to treat coworkers. (b) (6), (b) (7)(C) then told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would attend the next stand-up to address (b) (6), (b) (7)(C) concerns, and stated that (b) (6), (b) (7)(C) should always feel free to approach HR or management to voice (b) (6), (b) (7)(C) concerns. At that point, (b) (6), (b) (7)(C) said, "Okay then, I'll start raising my hand." I did not feel that (b) (6), (b) (7)(C) was being sincere, but (b) (6), (b) (7)(C) seemed to want to end the conversation. (b) (6), (b) (7)(C) then went to lunch from 12:30 to 1:00 p.m.

24. (b) (6), (b) (7)(C) was not issued a verbal warning or chastised in any way during this conversation. No disciplinary action was discussed or threatened, and (b) (6), (b) (7)(C) was not written up for (b) (6), (b) (7)(C) behavior.

25. At 1:05 p.m., lunch was over and I began the second stand-up meeting of the day. I told the team that (b) (6), (b) (7)(C) was there to tell the group about Amazon's vehicle theft policy, as I had promised earlier. (b) (6), (b) (7)(C) announced that it was Amazon's policy to partner with the affected associate and local law enforcement to help file a police report so that a claim to the associate's personal insurance could be made.

26. After a few questions from others, (b) (6), (b) (7)(C) friend, (b) (6), (b) (7)(C), raised (b) (6), (b) (7)(C) hand. (b) (6), (b) (7)(C) asked if Amazon would fence the parking lot in and build a gate at the entrance. (b) (6), (b) (7)(C) said that this was a good idea, but talked through some of the issues that a gate would cause. (b) (6), (b) (7)(C) said that, nonetheless, (b) (6), (b) (7)(C) would report the idea to the (b) (6), (b) (7)(C) and potentially to management at the corporate level. While (b) (6), (b) (7)(C) was responding, I could hear other members of the group commenting to each other that a gate would make entering and exiting the

parking lot take too long, especially at peak times between shifts. After (b) (6), (b) (7)(C) finished speaking, no other questions were asked in front of the group.


27. During the meeting, neither I nor (b) (6), (b) (7)(C) dismissed (b) (6), (b) (7)(C) question or told (b) (6), (b) (7)(C) to stop talking.

28. After this meeting, neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) brought up any issues about parking lot security or Amazon's policy pertaining to vehicle thefts at the FC. I believed this meant that their questions had been answered to their satisfaction. If they had told me that they were not satisfied with the information (b) (6), (b) (7)(C) and I provided, I certainly would have offered to help them get into contact with FC upper management to discuss the issue further.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subscribed and sworn
to before me this 23rd day of
April, 2014.



Notary Public, State of Arizona



Acknowledgment for Credible Witness

State of Arizona)

County of Maricopa)

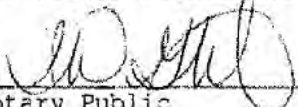
On this 23rd day of April, 2014, before

me personally appeared (b) (6), (b) (7)(C) whose

identity was proved to me on the oath of (b) (6), (b) (7)(C)

a credible person by me duly sworn, and acknowledged that

the signer signed the above / attached document.


Notary Public

(seal)



STATE OF ARIZONA)
)
MARICOPA COUNTY)

(b) (6), (b) (7)(C), being sworn, states as follows:

1. I am an adult resident of the State of Arizona. I have personal knowledge of, and am competent to testify about, the matters contained in this affidavit. I have been informed that this affidavit will be treated as confidential by the U.S. government, and that it will not be disclosed unless and until the government is ordered to produce it in connection with a formal proceeding.

2. I am a (b) (6), (b) (7)(C) for Amazon.com at the PHX3 Fulfillment Center ("FC") located at 6835 West Buckeye Road in Phoenix. As a (b) (6), (b) (7)(C) I am responsible for developing and executing human resources policies that support Amazon's business, including managing talent, organizational design and effectiveness, workforce planning, and associate engagement at the FC.

3. I am familiar with (b) (6), (b) (7)(C). On Tuesday, April 1, 2014, (b) (6), (b) (7)(C), an (b) (6), (b) (7)(C) at the FC and (b) (6), (b) (7)(C) direct supervisor, approached me regarding a situation involving (b) (6), (b) (7)(C) that had occurred earlier that day at a morning "stand-up." A stand-up is an informal and interactive team meeting held twice daily.

4. (b) (6), (b) (7)(C) told me that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were conducting a stand-up that morning, and as they do each day, started the meeting by asking the team for a Safety Tip. (b) (6), (b) (7)(C) volunteered that associates should remember to lock their car doors and secure their personal belongings, as an email had been circulated the previous day about several vehicle break-ins that had occurred recently in the FC parking lot.

5. (b) (6), (b) (7)(C) stated that, while this Safety Tip was being explained to the team,

(b) (6), (b) (7)(C) interrupted (b) (6), (b) (7)(C) by loudly asking what Amazon would do if (b) (6) car was broken into. In response, the reasons for locking one's vehicle and securing one's personal items were explained to the group. (b) (6), (b) (7)(C) tried to clarify (b) (6), (b) (7)(C) question, but (b) (6) persisted in speaking over (b) (6), (b) (7)(C) asking the question repeatedly.

6. (b) (6), (b) (7)(C) explained to me that the meeting was not intended to be a presentation regarding Amazon's policy on property theft, and that (b) (6), (b) (7)(C) was simply contributing a Safety Tip. In attempting to respond to (b) (6), (b) (7)(C) questions, (b) (6) continually interrupted (b) (6), (b) (7)(C) and spoke over (b) (6), (b) (7)(C) to ask whether it was Amazon's policy to pay for personal items stolen from associates' vehicles in the parking lot. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) was not aware of Amazon's policy, but would research it and provide the answer to the group at a later time. (b) (6), (b) (7)(C) retorted that if (b) (6), (b) (7)(C) didn't know the policy, (b) (6), (b) (7)(C) shouldn't have brought it up. (b) (6), (b) (7)(C) reiterated that (b) (6), (b) (7)(C) wasn't an expert on all of Amazon policies, but committed to getting the team the answer to (b) (6), (b) (7)(C) question at a later stand-up. (b) (6), (b) (7)(C) also invited (b) (6), (b) (7)(C) to let (b) (6), (b) (7)(C) know if (b) (6), (b) (7)(C) had any additional questions in the meantime.

7. (b) (6), (b) (7)(C) asked me for assistance with two items: First, (b) (6), (b) (7)(C) asked me to attend the lunch stand-up with (b) (6), (b) (7)(C) team to explain Amazon's policy regarding what would happen if an associate's car was broken into. Second, (b) (6), (b) (7)(C) asked that I assist (b) (6), (b) (7)(C) in seeking to fully understand what had happened at the stand-up from (b) (6), (b) (7)(C) perspective and why, and to talk with (b) (6), (b) (7)(C) about being courteous and not speaking over others.

8. (b) (6), (b) (7)(C) and I planned to meet with (b) (6), (b) (7)(C) around noon the same day to better understand (b) (6), (b) (7)(C) question/comments and to provide (b) (6), (b) (7)(C) feedback on the courtesy of not speaking over others during stand-ups.

9. At about 12:15 p.m., (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) came to the (b) (6), (b) (7)(C) office to

meet with me. (b) (6), (b) (7)(C) reiterated to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was committed to getting (b) (6), (b) (7)(C) an answer to the question (b) (6) had asked during stand-up, and had arranged the meeting for that purpose.

10. I then explained that Amazon's policy if an associate's car is broken into is to partner with local law enforcement to file a police report so the associate can make a claim with (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) own insurance company. (b) (6), (b) (7)(C) replied that (b) (6), (b) (7)(C) had talked with (b) (6), (b) (7)(C) insurance agent, who had told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) insurance policy wouldn't cover such a theft, and that Amazon would be liable for replacing the stolen items. I told (b) (6), (b) (7)(C) that I was unable to comment on the specifics of (b) (6), (b) (7)(C) car insurance policy, but reiterated that the company is committed to helping an associate work with local law enforcement to file a police report, and would provide any security camera footage that may be useful in an investigation.

11. (b) (6), (b) (7)(C) then said that (b) (6), (b) (7)(C) insurance agent also told (b) (6), (b) (7)(C) that if the insurance company *did* pay (b) (6), (b) (7)(C) the cost of any stolen items, the insurance company would in turn bring a lawsuit against Amazon for reimbursement, and (b) (6), (b) (7)(C) expressed (b) (6), (b) (7)(C) opinion that "people should know this." I told (b) (6), (b) (7)(C) again I was unable to comment on what (b) (6), (b) (7)(C) insurance company would do or how it would or would not work with Amazon. I told (b) (6), (b) (7)(C) that Amazon's policies are set at the corporate level, and that management at the local FC's are not able to alter them.

12. (b) (6), (b) (7)(C) then recounted stories about associates who in past years had had items stolen from either inside their car or from the actual car itself. Specifically, (b) (6), (b) (7)(C) said that a catalytic converter was pulled off one car a number of years ago. We also talked about an incident at another Amazon location a few years back in which all the wheels and tires were stolen off of a vehicle, and (b) (6), (b) (7)(C) attributed this theft to the area of town in which the building was located. (b) (6), (b) (7)(C) seemed to be suggesting that Amazon's current security protocols are

ineffective.

13. I reassured (b) (6), (b) (7)(C) that security guards roam the parking lot of our FC on a frequent basis, and that they keep an eye out for any suspicious activity and enforce the "no trespassing" policy by nonemployees.

14. (b) (6), (b) (7)(C) asked whether we thought it was possible to fence off the parking lot and place a gate at the entrance. I told (b) (6), (b) (7)(C) that such a change would probably need to be decided at a corporate level, likely by someone within the real estate group. We did discuss a few issues that a gate would cause; specifically, that it would slow down traffic entering and exiting the parking lot, and, during peak traffic periods, this would cause major backups, as we typically have three to four times the normal number of cars in the parking lot at these times. (b) (6), (b) (7)(C) pointed out that a gate might be difficult to obtain because Amazon only leases and does not own the FC property.

15. We also talked about the substantial cost of adding fencing and a gate to each of Amazon's buildings nationwide, how that expense might not fall into our frugality model, and what that additional cost might mean for the business. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) thought that Amazon has the money required, and that the Company could take it out of the profit margins. I told (b) (6), (b) (7)(C) Amazon's profit margins are actually quite thin, which is how it stays competitive. (b) (6), (b) (7)(C) said that, because the managers "make so much money," they should take a pay cut to pay for the fences and gate, rather than passing the cost along to the customers. I told (b) (6), (b) (7)(C) again that such a decision would have to be made at the corporate level.

16. (b) (6), (b) (7)(C) then concluded our discussion by telling (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) concerns were valid, but reiterated Amazon's policy. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that we would bring (b) (6), (b) (7)(C) concerns to upper management.

17. I felt this was a productive and interactive conversation in which (b) (6), (b) (7)(C) shared a number of ideas and we talked through the varying degrees of feasibility of those ideas. In all, this conversation remained civil, and (b) (6), (b) (7)(C) was afforded ample opportunity to state (b) (6) opinions about Amazon's vehicle theft policy and related security measures.

18. (b) (6), (b) (7)(C) then told (b) (6), (b) (7)(C) that, when (b) (6) asked (b) (6) questions during stand up that morning, (b) (6) was talking over people and not being courteous. (b) (6), (b) (7)(C) explained that, while (b) (6) questions were appropriate, the manner in which (b) (6) asked them at times was not. (b) (6), (b) (7)(C) reminded (b) (6), (b) (7)(C) that it is disrespectful to speak over others, and that such behavior is not how we, as Amazon associates, should treat one another. (b) (6), (b) (7)(C) emphasized that other associates at the stand-up also need to be given the opportunity to speak. (b) (6), (b) (7)(C) also said that (b) (6) comment to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should know the policy before bringing it up was a fair point, but there was no need to express it in such a confrontational way. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) wanted to better understand the situation from (b) (6), (b) (7)(C) point of view.

19. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) was disrespectful during the meeting "on purpose" in order to "hold management accountable," "be heard," and make (b) (6), (b) (7)(C) point that associates' insurance policies wouldn't cover these types of theft and that Amazon should be responsible for any stolen items.

20. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that I would be attending lunch stand-up to explain Amazon's policy. I told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was welcome to ask any additional questions during the stand-up. I also told (b) (6), (b) (7)(C) that Amazon has an open-door policy, and that (b) (6), (b) (7)(C) is welcome to approach anyone in management or HR, or to use the Voice of the Associate ("VOA") public message board, to make (b) (6), (b) (7)(C) questions or comments known. (b) (6), (b) (7)(C) simply asked that, going forward, (b) (6), (b) (7)(C) be more respectful of others by waiting until (b) (6), (b) (7)(C) coworkers

were done speaking and allowing others to participate. (b) (6), (b) (7)(C) told us that (b) (6) understood, and that (b) (6) would raise (b) (6) hand and let others finish before asking questions or making comments.

21. (b) (6), (b) (7)(C) was not issued a verbal warning or chastised in any way during this conversation. No disciplinary action was discussed or threatened, and (b) (6), (b) (7)(C) was not written up for (b) (6) behavior.

22. The meeting concluded just prior to 12:30 p.m., which is the start of (b) (6), (b) (7)(C) and (b) (6) team members' lunch period. (b) (6), (b) (7)(C) went to lunch directly after this conversation.

23. At 1:05 p.m., lunch had concluded and the team's lunch stand-up began. (b) (6), (b) (7)(C) opened the meeting with another standard Safety Tip, discussed other routine topics, and then announced to the team that I was there to speak about Amazon's vehicle theft policy. I informed the team of Amazon's position regarding theft from a vehicle parked on the premises. I let the team know, as I had with (b) (6), (b) (7)(C) that we would partner with the affected associate and local law enforcement to help file a police report so that a claim to (b) (6) or (b) (6), (b) (7)(C) personal insurance could be made. When I was finished, a few associates asked questions about whether we had recently seen a spike in theft, and what measures we had taken to curtail the theft.

24. The final question was from (b) (6), (b) (7)(C) close friend, (b) (6), (b) (7)(C) who was standing next to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) raised (b) (6) hand and suggested that Amazon fence the parking lot in and build a gate at the entrance. I thanked (b) (6), (b) (7)(C) for the question and talked through some of the issues that the addition of a gate would present, just as (b) (6), (b) (7)(C) and I had with (b) (6), (b) (7)(C) earlier. I concluded by stating that, if there were a rise in incidents of theft of personal property in the parking lot, Amazon would take immediate steps to address it, such as hiring an additional security guard, and would potentially consider a gated lot if the need arose. I also told (b) (6), (b) (7)(C) that I

would bring (b) (6) question to management. After this, there were no other questions from the group, and the stand-up concluded.

25. During the meeting, neither I nor (b) (6), (b) (7)(C) dismissed Mr. Scherr's question or told (b) (6), (b) (7)(C) to stop talking.

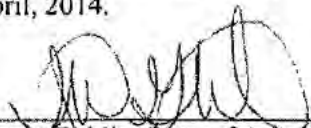
26. Immediately after the stand-up, one associate approached me with a question on an unrelated topic, and I then followed up with two hearing impaired associates by writing down what I had discussed during stand-up.

27. I have had no further discussion regarding this topic with (b) (6), (b) (7)(C) or any other associate. I believed this meant that (b) (6) questions had been answered adequately. If (b) (6) had told me that (b) (6) was not happy with my response, I would have helped (b) (6), (b) (7)(C) get into contact with FC upper management to discuss the issue further.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subscribed and sworn
to before me this 23rd day of
April, 2014.



Notary Public, State of Arizona



STATE OF ARIZONA)
)
MARICOPA COUNTY)

(b) (6), (b) (7)(C), being sworn, states as follows:

1. I am an adult resident of the State of Arizona. I have personal knowledge of, and am competent to testify about, the matters contained in this affidavit. I have been informed that this affidavit will be treated as confidential by the U.S. government, and that it will not be disclosed unless and until the government is ordered to produce it in connection with a formal proceeding.

2. I am an (b) (6), (b) (7)(C) for Amazon.com at the PHX3 Fulfillment Center ("FC") located at 6835 West Buckeye Road in Phoenix. As an (b) (6), I am responsible for supervising a group of approximately (b) (6) associates who work in a designated area of the FC, specifically, the (b) (6), (b) (7)(C) department. My duties as a manager include overseeing the daily operations of my group, evaluating and offering feedback on associate performance, and providing associates with support and training. My employment with Amazon started in (b) (6), (b) (7)(C) 2012.

3. The group I supervise works Sunday through Wednesday, from 7:30 a.m. to 6:00 p.m.

4. Though I am now familiar with (b) (6), (b) (7)(C), Tuesday, April 1, 2014 was the first time I met or interacted with (b) (6), (b) (7)(C). On that day, I was attending morning stand-up with (b) (6), (b) (7)(C) group. I was there to introduce myself to (b) (6), (b) (7)(C) team, as I was new to the day shift at the time.

5. That morning, (b) (6), (b) (7)(C) conducted the meeting along with (b) (6), (b) (7)(C). They opened the meeting by asking the team for a Safety Tip, as I

have seen other (b) (6), (b) (7)(C) do. (b) (6), (b) (7)(C) stated that the Safety Tip was to remember to lock all car doors and secure any personal belongings left in the parking lot.

6. While (b) (6), (b) (7)(C) was speaking, (b) (6), (b) (7)(C) interrupted (b) (6), (b) (7)(C) very abruptly and asked what Amazon would do if (b) (6), (b) (7)(C) car was broken into, and whether Amazon would pay for any items that may be stolen from (b) (6), (b) (7)(C) car while it was parked in the FC lot. It was obvious to me as soon as (b) (6), (b) (7)(C) began speaking that (b) (6), (b) (7)(C) was upset. Though it is customary for associates to contribute to stand-ups with questions or comments, most associates raise their hand before speaking.

7. In response to (b) (6), (b) (7)(C) question, (b) (6), (b) (7)(C) reiterated the reasons for securing one's personal items in the FC parking lot, and tried to ask (b) (6), (b) (7)(C) what (b) (6), (b) (7)(C) meant by (b) (6), (b) (7)(C) question. (b) (6), (b) (7)(C) interrupted and asked (b) (6), (b) (7)(C) question again, and (b) (6), (b) (7)(C) calmly replied that the comment was intended to be a casual Safety Tip, and not a formal presentation on Company policy, and (b) (6), (b) (7)(C) offered to do additional research and follow up on the issue.

8. (b) (6), (b) (7)(C) interrupted again, asking whether Amazon would pay to replace anything that was stolen from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) again tried to explain that (b) (6), (b) (7)(C) would do (b) (6), (b) (7)(C) best to find out the answer, but (b) (6), (b) (7)(C) was speaking under (b) (6), (b) (7)(C) breath to other associates. As (b) (6), (b) (7)(C) was speaking, (b) (6), (b) (7)(C) loudly stated, "Well you should know what you are talking about before you say it!" I found this comment to be both combative and disrespectful but I did not respond to (b) (6), (b) (7)(C).

9. (b) (6), (b) (7)(C) again offered to present the answer to (b) (6), (b) (7)(C) question at the next stand-up. (b) (6), (b) (7)(C) also invited (b) (6), (b) (7)(C) to follow up with (b) (6), (b) (7)(C) one-on-one at any time.

10. During (b) (6), (b) (7)(C) outburst, other members of the group seemed uncomfortable. After (b) (6), (b) (7)(C) was done talking, no other associates chose to participate in the meeting.


11. Throughout their exchange, (b) (6), (b) (7)(C) never discouraged (b) (6), (b) (7)(C) questions or ask (b) (6), (b) (7)(C) to stop talking. Despite (b) (6), (b) (7)(C) intimidating behavior, (b) (6), (b) (7)(C) responded calmly, without matching (b) (6), (b) (7)(C) tone.

12. When the meeting was over, I commended (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) level-headedness in a tense situation, and commented to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) hostile behavior was concerning to me. We discussed what the best course of action would be to address the situation. I encouraged (b) (6), (b) (7)(C) to have an off-the-floor conversation with (b) (6), (b) (7)(C) and to potentially involve a neutral third party such as human resources.

13. After that discussion, this incident was never brought up to me again. I have not observed any significant interactions between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) since the April 1, 2014 morning stand-up.

(b) (6), (b) (7)(C)

Subscribed and sworn
to before me this 23rd day of
April, 2014.



Notary Public, State of Arizona



STATE OF ARIZONA)
)
MARICOPA COUNTY)

(b) (6), (b) (7)(C), being sworn, states as follows:

1. I am an adult resident of the State of Arizona. I have personal knowledge of, and am competent to testify about, the matters contained in this affidavit. I have been informed that this affidavit will be treated as confidential by the U.S. government, and that it will not be disclosed unless and until the government is ordered to produce it in connection with a formal proceeding.

2. I am a (b) (6), (b) (7)(C) for Amazon.com at the PHX3 Fulfillment Center ("FC") located at 6835 West Buckeye Road in Phoenix. As an (b) (6), (b) (7)(C), I am responsible for executing human resources policies that support Amazon's business, including managing talent, organizational design and effectiveness, workforce planning, and associate engagement at the FC. I also manage the (b) (6), (b) (7)(C), which consists of (b) (6), (b) (7)(C) people.

3. I am familiar with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) has been an hourly Amazon associate at the FC since (b) (6), (b) (7)(C).

4. On Tuesday, April 1, 2014, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) direct supervisor, approached me regarding a situation involving (b) (6), (b) (7)(C) that had occurred earlier that day at a morning "stand-up," which is an informal and interactive team meeting held twice daily.

5. (b) (6), (b) (7)(C) told me that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were conducting a stand-up meeting that morning, and announced as that day's Safety Tip that associates should remember to lock their car doors and secure any personal belongings they

leave in the parking lot while at work. Earlier that week, the Loss Prevention ("LP") Specialist had circulated an email about several recent vehicle break-ins in the FC parking lot.

6. As I recall, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) interrupted (b) (6), (b) (7)(C) and, in a way that seemed very confrontational to (b) (6), (b) (7)(C) asked what Amazon would do if (b) (6), (b) (7)(C)'s car was broken into. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) was not aware of Amazon's policy regarding property theft on the FC premises, but that (b) (6), (b) (7)(C) would find out and let the group know soon. After that, (b) (6), (b) (7)(C) continued to talk over (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in a disrespectful tone, monopolizing the standup and preventing others from speaking. The situation culminated when (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that if (b) (6), (b) (7)(C) didn't know the policy, (b) (6), (b) (7)(C) shouldn't have brought it up.

7. When the meeting ended, (b) (6), (b) (7)(C) came to my office. After (b) (6), (b) (7)(C) recounted the facts above, I advised (b) (6), (b) (7)(C) to speak with (b) (6), (b) (7)(C) about the situation.

8. Although I was not privy to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) conversation, I understand that, as a result, they met with (b) (6), (b) (7)(C) later that day.

9. I was told that, at that meeting, (b) (6), (b) (7)(C) explained Amazon's policy regarding what would happen if an associate's car was broken into. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) also attempted to talk to (b) (6), (b) (7)(C) about being respectful during stand-ups by not speaking over others and giving (b) (6), (b) (7)(C) fellow associates a chance to participate. When (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to explain what had happened at the meeting from (b) (6), (b) (7)(C) perspective, (b) (6), (b) (7)(C) responded that "I do it on purpose. I'm disrespectful so you'll listen." (b) (6), (b) (7)(C) asked in response that, going forward, (b) (6), (b) (7)(C) be more respectful and either wait to talk until others are done speaking, or raise (b) (6), (b) (7)(C) hand before speaking.

10. During this conversation, (b) (6), (b) (7)(C) was not issued a verbal warning or chastised

in any way. No disciplinary action was discussed or threatened. (b) (6), (b) (7)(C) did not receive any disciplinary action on April 1, and since that time (b) (6) has not received discipline because of any incidents that day.

11. If disciplinary action had been taken against (b) (6), (b) (7)(C) it would be reflected in (b) (6) personnel file. It is Amazon's protocol to document all discipline by creating a record of the incident in that associate's file. No such document is present in (b) (6), (b) (7)(C) file regarding the incident in question.

12. Moreover, a conversation such as the one that took place between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is not a part of Amazon's disciplinary spectrum. Not only was (b) (6), (b) (7)(C) never disciplined for (b) (6) comments at the stand-up, but I am not aware of any associate who has ever been formally disciplined for such conduct during my time at Amazon.

13. At the team's next stand-up, (b) (6), (b) (7)(C) did not make any comments or ask any questions. I am told that (b) (6) friend, (b) (6), (b) (7)(C), did ask a question but made it a point to raise (b) (6) hand before speaking. Because I heard nothing about this issue again from any of the involved parties, it was my understanding that the situation had been resolved.

14. (b) (6), (b) (7)(C) underwent a routine Code of Conduct Training on Tuesday, April 8, 2014. The training is administered by video, although the policy also exists in written form.

15. Later that same day, (b) (6), (b) (7)(C) approached a member of the HR team, (b) (6), (b) (7)(C) said "I want a copy of the Code of Conduct." (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that would not be a problem, and left a copy of Amazon's written Code of Conduct on (b) (6), (b) (7)(C) desk so that (b) (6), (b) (7)(C) could pick it up, as (b) (6), (b) (7)(C) would be out of office in the coming days. About one week later, when (b) (6), (b) (7)(C) noticed that (b) (6), (b) (7)(C) still had not picked up the document, (b) (6), (b) (7)(C) followed up with (b) (6), (b) (7)(C) then told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had come to pick it up, but the human resources

personnel in the office in (b) (6), (b) (7)(C) absence did not know what (b) (6) was talking about. (b) (6), (b) (7)(C) then told Ms. Beck that (b) (6) did not want a copy of the written policy, (b) (6) wanted a transcript of the video.

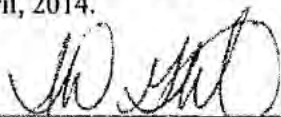
16. (b) (6), (b) (7)(C) then approached me to inquire whether we could accommodate (b) (6), (b) (7)(C) request. I told (b) (6), (b) (7)(C) that I was unsure whether a transcript existed, as this request was one that I had never received before. I looked into the possibility of releasing a video transcript by contacting our internal legal department. I discovered that Amazon would not release a copy of the transcript or video. I relayed this information to (b) (6), (b) (7)(C) who told (b) (6), (b) (7)(C) that we could not provide a video transcript.

17. Because neither I nor anyone in HR heard from (b) (6), (b) (7)(C) again about this issue, it was my understanding that (b) (6), (b) (7)(C) was satisfied that we had conducted as much due diligence as possible to accommodate his request.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)

Subscribed and sworn,
to before me this 23rd day of
April, 2014.



Notary Public, State of Arizona



STATE OF ARIZONA)
)
MARICOPA COUNTY)

(b) (6), (b) (7)(C) being sworn, states as follows:

1. I am an adult resident of the State of Arizona. I have personal knowledge of, and am competent to testify about, the matters contained in this affidavit. I have been informed that this affidavit will be treated as confidential by the U.S. government, and that it will not be disclosed unless and until the government is ordered to produce it in connection with a formal proceeding.

2. I am a (b) (6), (b) (7)(C) for Amazon.com at the PHX3 Fulfillment Center ("FC") located at 6835 West Buckeye Road in Phoenix. As a (b) (6), (b) (7)(C) I administer various training programs to Amazon associates.

3. One of the training programs that I commonly administer is Amazon's Code of Conduct. This Training is given via a video that is approximately twenty minutes long.

4. Code of Conduct training is usually given directly after the 10:15 a.m. break on a scheduled day in the West Break Room. Because the training takes place in the break room, other associates commonly come and go throughout the program.

5. There can be as few as one and as many as roughly twelve associates at this particular training in any one sitting, depending on how many of those selected to attend are present. If an associate is selected to receive this training and does not attend, that associate is placed on the list to be invited to the next scheduled training.

6. I administer the training by first checking in all associates on a roster in order to ensure that their time is properly accounted for. I then inform the attendees that the Code of Conduct training takes place by video, which is approximately twenty minutes long, and that

associates need to watch the entire video in order to receive credit for the training. I also tell the attendees that, if they have any questions or comments, they will need to raise these with a member of the HR team after the training, as it is not my role to speak to the content of the video.

7. After these announcements have been made, I start the video. I remain in the room throughout the training to ensure that there are no technical difficulties. I also keep a record of any associates that leave the training early, as those associates will be placed on the list of invitees to the next training.

8. This has been the protocol I have followed for each and every Code of Conduct training I have conducted this year.

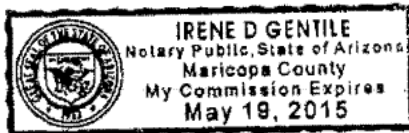
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subscribed and sworn
to before me this 3rd day of
April, 2014.



Notary Public, State of Arizona



CODE OF BUSINESS CONDUCT AND ETHICS

Amazon.com employees should always act lawfully, ethically, and in the best interests of Amazon.com. This Code of Business Conduct and Ethics (the “Code of Conduct”) sets out basic guiding principles. Employees who are unsure whether their conduct or the conduct of their coworkers complies with the Code of Conduct should contact their manager or the Legal Department. Employees may also report any suspected noncompliance as provided in the Legal Department’s reporting guidelines referred to in paragraph IX below.

I. Compliance with Laws, Rules and Regulations

Employees must follow applicable laws, rules and regulations at all times. Employees with questions about the applicability or interpretation of any law, rule or regulation, should contact the Legal Department.

II. Conflicts of Interest

Employees are expected to use their judgment to act, at all times and in all ways, in the best interests of Amazon.com. A “conflict of interest” exists when an employee’s personal interest interferes with the best interests of Amazon.com. For example, a conflict of interest may occur when an employee or a family member receives a personal benefit as a result of the employee’s position with Amazon.com. A conflict of interest may also arise from an employee’s business or personal relationship with a customer, supplier, competitor, business partner, or other employee, if that relationship impairs the employee’s objective business judgment.

Because an employee’s receipt of gifts or services could create a conflict of interest, the Legal Department will develop and maintain guidelines for disclosure of gifts or services received from customers, suppliers, competitors or business partners.

~~Employees should attempt to avoid conflicts of interest and employees who believe a conflict of interest may exist should promptly notify the Legal Department. The Legal Department will consider the facts and circumstances of the situation to decide whether corrective or mitigating action is appropriate.~~

III. Insider Trading Policy

Federal and state laws prohibit trading in securities by persons who have material information that is not generally known or available to the public.

Employees of the Company may not a) trade in stock or other securities while in possession of material nonpublic information or b) pass on material nonpublic information to others without express authorization by the Company or recommend to others that they trade in stock or other securities based on material nonpublic information.

The Company has adopted guidelines designed to implement this policy. All employees are expected to review and follow the Amazon.com Insider Trading Guidelines. Certain employees must comply with trading windows and/or preclearance requirements when they trade Amazon.com securities.

IV. Discrimination and Harassment

Amazon.com provides equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment of any kind. For more information, see the Amazon.com policies on Equal Employment Opportunity and Workplace Harassment in the Amazon.com Owner's Manual.

V. Health and Safety

Amazon.com provides a clean, safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace by following safety and health rules and practices and reporting accidents, injuries and unsafe conditions, procedures, or behaviors.

Violence and threatening behavior are not permitted. Employees must report to work in a condition to perform their duties, free from the influence of illegal drugs or alcohol.

VI. Price Fixing

Employees may not discuss prices or make any formal or informal agreement with any competitor regarding prices, discounts, business terms, or the market segments and channels in which the Company competes, where the purpose or result of such discussion or agreement would be inconsistent with applicable antitrust laws. If you have any questions about this section or the applicable antitrust laws, please contact the Legal Department.

VII. Bribery; Payments to Government Personnel

Employees may not bribe anyone for any reason, whether in dealings with governments or the private sector. The U.S. Foreign Corrupt Practices Act, and similar laws in other countries, prohibit offering or giving anything of value, directly or indirectly, to government officials in order to obtain or retain business. Employees may not make illegal payments to government officials themselves or through a third party. Employees who are conducting business with the government officials of any country must contact the Legal Department for guidance on the law governing payments and gifts to governmental officials.

VIII. Recordkeeping, Reporting, and Financial Integrity

Amazon.com's books, records, accounts and financial statements must be maintained in appropriate detail, must properly reflect the Company's transactions and must conform both to applicable law and to the Company's system of internal controls. Further, Amazon.com's public financial reports must contain full, fair, accurate, timely and understandable disclosure as required by law. The Company's financial, accounting and legal groups are responsible for procedures designed to assure proper internal and disclosure controls, and all employees should cooperate with these procedures.

IX. Questions; Reporting Violations

Employees should speak with anyone in their management chain or the Legal Department when they have a question about the application of the Code of Conduct or when in doubt about how to properly act in a particular situation.

The Amazon.com Legal Department has developed and maintains reporting guidelines for employees who wish to report violations of the Code of Conduct. These guidelines include information on making reports to the Legal Department and to an independent third party. Please see the reporting guidelines for information and instructions.

Amazon.com will not allow retaliation against an employee for reporting misconduct by others in good faith. Employees must cooperate in internal investigations of potential or alleged misconduct.

Employees who violate the Code of Conduct will be subject to disciplinary action up to and including discharge.

X. Periodic Certification

The Legal Department will designate certain employees who, based on their level of responsibility or the nature of their work, will be required to certify periodically that they have read, understand and complied with the Code of Conduct.

XI. Board of Directors

With respect to their service on behalf of the Company, Amazon.com's Board of Directors must comply with the relevant provisions of this Code of Conduct, including conflicts of interest, insider trading and compliance with all applicable laws, rules and regulations.

XII. Waivers

Waivers of this Code of Conduct may be made only in a manner permitted by law.

From: [Miner, Frederick C.](#)
To: [Ebenholtz, Keith H.](#)
Subject: RE: Amazon; 28-CA-126028
Date: Tuesday, June 3, 2014 11:35:43 AM
Attachments: [image001.jpg](#)

Keith: As I mentioned in my email Sunday, I am tied up this week, and as a result I have not had an opportunity to review all of the questions in your email last Friday with my contacts at Amazon.com. Nevertheless, because the issue is well defined and I believe the answer is very clear in the Board's precedents, I did want to forward to you a response to your inquiry about the conflicts of interest rule in the Company's Code of Business Conduct and Ethics policy and related training program.

The Code of Business Conduct & Ethics policy provides guidelines for Amazon associates to assist them in assuring their conduct is lawful and ethical. First and foremost, the policy requires that associates must comply with all applicable laws, rules and regulations in connection with their jobs. More particularly, the policy requires:

- * Associates must comply with federal and state securities laws, including refraining from trading in securities while in possession of "material nonpublic information" and refraining from passing on such information to others without authorization.
- * Associates are reminded that Amazon provides equal opportunity in all aspects of employment and does not tolerate any illegal discrimination or harassment.
- * Each associate is responsible for maintaining a safe and healthy workplace by following safety and health rules and practices, and reporting accidents, injuries and unsafe conditions.
- * Associates must report to work in a condition to perform their duties, free from the influence of illegal drugs and alcohol.
- * Associates may not discuss prices or make agreements with competitors regarding prices, discounts, business terms, or the market segments and channels in which Amazon operates.
- * Bribery is prohibited in dealings with governmental and private institutions.

Also embedded in the policy is a rather routine "conflict of interest" policy that requires associates to "always act lawfully, ethically, and in the best interests of Amazon.com." The "best interests of Amazon.com" rule is a restatement of the rule prohibiting conflicts of interest, which are illustrated in the policy. Thus, the rule explains that a conflict exists when an associate or family member receives a personal benefit or gift as a result of the associate's role with the Company, or as a result of a relationship that "impairs" an associate's "objective business judgment." Both in context with the other rules contained in the Code of Business Conduct and Ethics, and in view of the illustrations of proscribed conflicts in the rule itself, the conflicts of interest rule is directed at unlawful and unethical conduct that can occur when an associate's "personal interests" affirmatively conflict with those of Amazon in the form of self-dealing, kickbacks, "sweetheart" deals, and similar conduct—none of which implicates Section 7.

The rule pertaining to conflicts of interest is not in any way overbroad or in violation of the Act. The rule requires lawful, ethical conduct and prohibits conflicts that subvert an employee's job performance in a manner that is limited and not restrictive of protected rights. It is, in fact, far more limited than the rule prohibiting "conflicts of interest" at issue in *Tradesmen International*, 338 NLRB 460 (2002), which required employees "to represent the company in a positive and ethical manner" and which the Board endorsed as lawful.

Like the rules in *Tradesmen International*, *Costco* and *Boeing*, Amazon's conflicts of interest rule requires ethical business conduct that complies with legal standards everywhere it operates. The training program simply reflects those basic requirements. It does so without requiring employees to communicate in a "positive" manner in public about the Company, and without otherwise limiting Section 7 activities. There is no implication in the rule that negative or critical views of the Company are prohibited or even discouraged.

In determining whether employees would reasonably construe an employer's work rule or policy to prohibit Section 7 activity, the Board gives the rule a "reasonable reading", refrains from "reading particular phrases in isolation", and "must not *presume* improper interference with employee rights." *Lutheran Heritage Village*, 343 NLRB at 646 (emphasis added). The rule here does not refer to Section 7 activities, explicitly or implicitly, and it does not require conduct that is inconsistent with the exercise of Section 7 rights. The requirement that Amazon associates avoid conflicts of interest with the Company is a common one, and commonly stated to prevent illegal and unethical conduct, not concerted activities. The rule and its discussion in the training program are not overbroad.

I trust that the foregoing will be of assistance to you in your investigation. Fred

Frederick Miner, Shareholder

602.474.3653 direct 602.391.2836 fax FMiner@littler.com

Camelback Esplanade, 2425 East Camelback Road, Suite 900 | Phoenix, AZ 85016-4242



littler.com

Employment & Labor Law Solutions Worldwide

From: Ebenholtz, Keith H. [<mailto:Keith.Ebenholtz@nrlb.gov>]

Sent: Friday, May 30, 2014 9:16 AM

To: Miner, Frederick C.

Subject: RE: Amazon; 28-CA-126028

Greetings Fred:

You were correct in your advice regarding the video, thanks for the explanation. I was able to view the DVD at home on a device other than a computer.

A few questions regarding that presentation –

- 1) is the video presented to employees at all fulfillment centers or other locations nationwide, or just in Phoenix?
- 2) what is your client's position as to whether the policy set forth in two slides in the video which requires employees to "always act ...in the best interest of Amazon" violates Section 8(a)(1)? Does the slide which notes that Amazon policies may be more strict than US law, when read in combination with the prior listed provision support any potential violation of Section 8(a)(1)?

3) what is your client's position as to whether the policy set forth in two slides in the video which requires that "private information about customers and employees should be used only for its intended and authorized business purpose" and which requires that employees not "share employee or customer information with unauthorized persons" violates Section 8(a)(1) (particularly in connection with employee information).

Please provide any response by Monday 6/2.

Thank you,

K

Keith H. Ebenholtz

Senior Field Examiner

National Labor Relations Board, Region 28

2800 N. Central Avenue, Suite 1400

Phoenix, AZ 85004

Direct dial: 602-640-2122

Facsimile: 602-640-2178

E-mail: Keith.Ebenholtz@NLRB.gov

In these days of difficulty...we Americans...must and shall choose the path of hope, and the path of love toward our fellow man - Franklin D. Roosevelt

NOTE:

The NLRB has converted to an electronic file system.

The NLRB strongly encourages all parties to file electronically through our online E-File system. All substantive documents must be filed electronically to access our E-File system.

<https://mynlrb.nlr.gov/portal/nlrb.pt?open=5128objID=2028mode=2>. Instructions - (1) Enter the NLRB case number, and; (2) Follow the detailed instructions.

From: Miner, Fred [mailto:FMiner@littler.com]

Sent: Thursday, May 20, 2010 9:00 AM

To:

Subject: RE: Ama

Keith: I am told this is a regular DVD. Can you try it on a DVD player rather than computer? We have no transcript of the video. Fred

Frederick Miner, Shareholder

602.474.3653 direct 602.391.2836 fax FMiner@littler.com

Camelback Esplanade, 2425 East Camelback Road, Suite 900 | Phoenix, AZ 85016-4242



| littler.com

Employment & Labor Law Solutions Worldwide

From: Ebenholtz, Keith H. [<mailto:Keith.Ebenholtz@nlrb.gov>]

Sent: Thursday, May 29, 2014 9:04 AM

To: Miner, Frederick C.

Subject: RE: Amazon; 28-CA-126028

Unless my computer cannot read it for some reason. Is there a transcript available? What program was used to create the file that is on the CD?

Keith H. Ebenholtz

Senior Field Examiner

National Labor Relations Board, Region 28

2600 N. Central Avenue, Suite 1400

Phoenix, AZ 85004

Direct dial: 602-640-2122

Facsimile: 602-640-2178

E-mail: Keith.Ebenholtz@NLRB.gov

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through our online E-File system, all substantive documents

presented to the Agency; a link to access our E-File system is here:

<https://mynlrb.nlr.gov/portal/nlrb.pt?open=512&objID=2028&mode=2>. Instructions - (1) Enter the NLRB case number, and; (2) Follow the detailed instructions.

From: Miner, Frederick C. [<mailto:FMiner@littler.com>]

Sent: Thursday, May 29, 2014 9:02 AM

To: Ebenholtz, Keith H.

Subject: RE: Amazon; 28-CA-126028

Keith: Thanks for following up. My assistant assures me that she tested the video before sending it over and that it functioned properly; I am having her follow up and will provide a duplicate if need be. Regards, Fred

Frederick Miner, Shareholder

602.474.3653 direct 602.391.2836 fax FMiner@littler.com

Camelback Esplanade, 2425 East Camelback Road, Suite 900 | Phoenix, AZ 85016-4242

| littler.com

Employment & Labor Law Solutions Worldwide

From: [mailto:Keith.Ebenholtz@nrlrb.gov]

Sent: Wednesday, May 20, 2014 7:42 PM

To: Minor, Frederick C

Subject:

Greetings Fred:

Exhibit B to your letter is not in [redacted]
Company Training Video. How [redacted] copy of the DVD was blank
Can you provide a transcript of that training video or a fresh copy of
the training presentation? If presenting around [redacted] please advise
as to what program [redacted]

Thank you

Keith

Keith H. Ebenholtz

Senior Field Examiner

National Labor Relations Board, Region 28

2600 N. Central Avenue, Suite 1600

Phoenix, AZ 85004

Direct dial: 602-640-2122

Facsimile: 602-640-2178

E-mail: Keith.Ebenholtz@NLRB.gov

In these days of difficulty...we Americans shall not and shall choose the path
of hope, and the path of love toward our fellow man - Franklin D. Roosevelt

file system.

The NLRB strongly encourages all parties to file electronically,
through our online E-File system, all substantive documents

presented to the Agency

<https://mynlrb.nlr.gov/portal/nlr.pl?open=5128&objID=2022&mode=2>. Instructions - (1) Enter the NLRB case number, and; (2) Follow
the detailed instructions.

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S.
federal tax advice contained in this document (including any attachments) is not intended or

written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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Littler Mendelson, P.C.
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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMAZON.COM.AZDC, LLC, a
subsidiary of AMAZON.COM, INC.

and

Case 28-CA-126028

(b) (6), (b) (7)(C), an Individual

COMPLAINT AND NOTICE OF HEARING

(b) (6), (b) (7)(C)
an Individual (b) (6), (b) (7)(C) Labor
Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's
Regulations of the National Labor Relations Board (the Board) and alleges that Amazon.Com,
Inc., whose correct name is Amazon.Com.AZDC, LLC a subsidiary of Amazon.Com, Inc.
(Respondent) has violated the Act as described below.

1. The charge proceeding was filed on April 7, 2014, (b) (6), (b) (7)(C)
and a copy was served on Respondent on April 18, 2014.

At all material times, Respondent has been a liability
company with its principal place of business in Phoenix, Arizona (Respondent's facility),
and has been engaged in the warehousing and distribution of consumer products.

Respondent's period ending
April 7, 2014, Respondent's goods valued
in excess of \$500,000.

(c) In conducting its operations during the 12-month period ending

[REDACTED]
[REDACTED] times Respondent has been an employer engaged in commerce within the meaning of [REDACTED]

5. At all material times, the following individuals held the positions set forth in the following table for their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and [REDACTED] meaning of Section 2(13) of [REDACTED]

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

4. [REDACTED] About April 4, 2014, Respondent's employee [REDACTED] engaged in concerted activities with other employees for the purpose of mutual aid and protection by concertedly complaining to [REDACTED] regarding the [REDACTED] and working conditions of Respondent's employees by questioning management's failure to provide adequate security in Respondent facility's employee [REDACTED]

(b) [REDACTED] about [REDACTED] 20 [REDACTED] Respondent issued [REDACTED] warning.

[REDACTED] Respondent engaged in the conduct described in [REDACTED] in [REDACTED] engaged in the conduct described above in paragraph 4(a), and [REDACTED] to discourage employees from engaging in the [REDACTED] concerted activities.

[REDACTED] (b) (6), (b) (7)(C) at the human resources office [REDACTED] reprisals because [REDACTED]

(2) orally promulgated an overly-broad and discriminatory

2014 respondent promulgated and since then has maintained overly broad and discriminatory Ethics Course training video/slide show (Video) which:

(1) direct employees always act . . . in the best interests of Amazon;

employee information entrusted to Amazon employees should be used for its intended and authorized business purposes and direct employees to "Do Not: . . . Share employee . . . information with unauthorized persons."

(f) On October 7, 2014, Amazon has mailed the following overly-broad and discriminatory rules in its Employee Ownership and Guide to Employment (Employee Handbook) containing provisions under the following headings:

(1) "Standards of Conduct and Expectations" which state:

Employees should always act . . . in the best interests of Amazon;

(2) "Confidentiality" which states:

(b) (4)

(3) "Standards of Conduct which state that the (b) (4)

(4) (b) (4)

5. [REDACTED] conduct described above in paragraph 4, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) [REDACTED]

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2 and (7) of the [REDACTED]

As part of the remedy for the unfair labor practices alleged above in [REDACTED]

The General Counsel hereby issues an Order requiring Respondent to rescind and ce

the alleged unlawful rules, policies, or directives in its Video or

Employee Handbook set forth in paragraph 4 and to furnish an if its employees across the

that advise [REDACTED]

that the overly-broad [REDACTED] Video

or adhesive back [REDACTED] overly-broad

rules in their employee handbook, or (3) publish and distribute revised video or Employee

Handbooks that do not contain the overly-broad rules. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the complaint. The answer must be **received by this office on or before July 14, 2014, or postmarked on or before July 12, 2014.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic

filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 18, 2014, at 9:00 a.m. (local time), at the National Labor Relations Board, 2600 North central Avenue Suite 1400 Phoenix, Arizona, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 30th day of June 2014.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**AMAZON.COM.AZDC, LLC, a
subsidiary of AMAZON.COM, INC.**

and

(b) (6), (b) (7)(C), an Individual

Case 28-CA-126028

**AFFIDAVIT OF SERVICE OF: COMPLAINT AND NOTICE OF HEARING
(with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on June 30, 2014, I served the above-entitled document(s) by certified or regular mail, as noted below, upon the following persons, addressed to them at the following addresses:

Amazon.Com.AZDC, LLC, a
subsidiary of Amazon.Com, Inc.
1200 12th Avenue Suite 1200
Seattle, WA 98144-2734
7012 3460 0000 6458 6239

Frederick C. Miner, Attorney at Law
Littler Mendelson, P.C.
2425 East Camelback Road, Suite 900
Phoenix, AZ 85016-4242

(b) (6), (b) (7)(C)

May 30, 2014

Date

Kay Davis, Designated Agent of NLRB

Name

/s/ Kay Davis

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

Case 28-A-1260288

The issuance of the notice of formal hearing is subject to the policy of this office to encourage voluntary adjustments. The Chairman or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

Between the parties, approved by the Director, would serve to cancel the hearing unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* and the following requirements are met:

- (1) The request for postponement must be submitted to the regional Director in writing, with appropriate grounds.
- (2) Grounds for postponement must be stated in writing.
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The position of the parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted more than three days immediately preceding the date of hearing.

Amazon.Com.AZDC, LLC, a
subsidiary of Amazon.com, Inc.
1200 12th Avenue Suite 1200
Seattle, WA 98101-2734

Frederick C. [redacted] Attorney at Law
[redacted] Attler Mendelson [redacted]
[redacted] Camelback [redacted]
Phoenix, AZ 85016-4242

(b) (6), (b) (7)(C)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**AMAZON.COM.AZDC, LLC, a subsidiary
of AMAZON.COM, INC.**

and

Case 28-CA-126028

(b) (6), (b) (7)(C), an Individual

**ORDER REFERRING RESPONDENTS PETITION TO
REVOKE OR MODIFY, IN PART SUBPOENA TO THE ASSOCIATE CHIEF
ADMINISTRATIVE LAW JUDGE**

On November 12, 2014, , Counsel for the Respondent filed with the undersigned a Petition to Revoke Subpoena (Petition) served upon the Respondent by Counsel for the General Counsel in the above-captioned matter. A copy of the subpoena (B-1-JQZZX3), along with the Petition, are annexed hereto. In order to provide expeditious handling of this matter prior to hearing, presently scheduled to commence in Phoenix, Arizona, on November 18, 2014,

IT IS HEREBY ORDERED, pursuant to Sections 102.24 and 102.31(b) of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, that the Petition filed herein be, and the same hereby is, referred to the Associate Chief Administrative Law Judge for consideration and ruling.

Dated at Phoenix, Arizona, this 14th day of Noember 2014.

/s/ Cornele A. Overstreet
Comele A. Overstreet, Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**AMAZON.COM.AZDC, LLC, a subsidiary
of AMAZON.COM, INC.**

and

(b) (6), (b) (7)(C), an Individual

Case **28-CA-126028**

DATE OF MAILING: November 14, 2014

**AFFIDAVIT OF SERVICE OF: ORDER REFERRING RESPONDENTS PETITION TO
REVOKE OR MODIFY, IN PART SUBPOENA TO THE
ASSOCIATE CHIEF ADMINISTRATIVE LAW JUDGE**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by E-Gov, E-Filing, e-mail, or postpaid regular mail upon the following persons, addressed to them at the following addresses:

Via E-Gov, E-filing:
Honorable Gerald M. Etchingham
Associate Chief Administrative Law Judge
National Labor Relations Board
Administrative Law Judges Division
901 Market Street, Suite 300
San Francisco, CA 94103-1779

Frederick C. Miner, Attorney at Law
Littler Mendelson, P.C.
2425 East Camelback Road, Suite 900
Phoenix, AZ 85016
E-Mail: fminer@littler.com

AMAZON.COM.AZDC, LLC, a subsidiary of
AMAZON.COM, INC.Americanos U.S.A., LLC
1200 12TH Avenue S STE 1200
Seattle, WA 98144-2734

(b) (6), (b) (7)(C)

/s/ Kay Davis

**Subscribed and sworn to before me this 14th day
of November 2014.**

DESIGNATED AGENT

/s/ Nancy E. Martinez

NATIONAL LABOR RELATIONS BOARD



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlrb.gov
Telephone: (602) 640-2160
Fax: (602) 640-2178

June 11, 2015

Frederick C. Miner, Attorney at Law
Littler Mendelson, P.C.
2425 East Camelback Road, Suite 900
Phoenix, AZ 85016-4242

Re: AMAZON.COM.AZDC, LLC, a subsidiary
of AMAZON.COM, INC.
Case 28-CA-126028

Dear Mr. Miner:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Cornele A. Overstreet

Cornele A. Overstreet
Regional Director

cc: Liz Swanby, Manager
Amazon.COM.AZDC, LLC, a subsidiary
of AMAZON.COM, Inc.
1200 12th Avenue South Suite 1200
Seattle, WA 98144-2734

(b) (6), (b) (7)(C)

CAO/CL/jrl

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

AMAZON.COM.AZDC, LLC,
a subsidiary of AMAZON.COM, INC.

Case 28-CA-126028

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice “A” and Notice “B”, respectively, to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post a copy of Notice A at its facility located at 6801 West Buckeye Road, Phoenix, Arizona, and a copy of Notice B at each of its fulfillment centers across the United States. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. (b) (5), (b) (7) *thier*

INTRANET POSTING - The Charged Party will post a copy of Notice B in English, and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region’s Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY – None.

By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

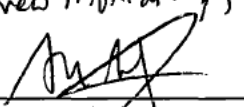
notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No Am
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on June 30, 2014, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party		Charging Party	
AMAZON.COM.AZDC, LLC, a subsidiary of AMAZON.COM, INC.		(b) (6), (b) (7)(C), an Individual	
By: Name and Title Andrew Moriarty, SCC 	Date 11/18/2014	By: Name and Title (b) (6), (b) (7)(C)	Date 11-18-2014
Recommended By: Stefan Parker Stefanie Parker, Board Agent	Date 11/18/2014	Approved By: Regional Director, Region 28	Date

Notice A

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to freely talk to others about wages, hours, and working conditions, including by discussing with us and other employees parking lot safety and security issues. **WE WILL NOT** do anything to interfere with your exercise of the right to engage in protected concerted activities.

WE WILL NOT threaten you with unspecified reprisals or issue you discipline because you engaged in concerted activities.

WE WILL NOT announce or maintain a directive or rule directing you to refrain from engaging in concerted activities.

WE WILL NOT announce or maintain the following overly-broad rules:

- The "best interests" rule found in our Employee Owners' Manual and Guide (employee handbook) and Code of Conduct and Ethics Course training video /slide show (training video) that could be read as prohibiting you from raising concerted complaints in the work place if those complaints are not in the "best interest of Amazon,"
- The "employee information" rule found in our training video that prohibited you from "Revealing any ...employee information entrusted to Amazon..." informed you that "Private information about ... employees should be used only for its intended and authorized business purpose," and directed employees "Do Not: ... Share employee information with unauthorized persons,"
- The "confidential information" rule found in our employee handbook which defines confidential information to include "lists of associates acquired through your employment with Amazon,"
- The "Standard of Conduct" rules found in our employee handbook which provide that the "following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense: "leaving company premises (walking off the job)" and "failure to fully cooperate with company investigations,"

- The "Dealing with the Public" rule found in our employee handbook which provides that "the company has designated certain associates to represent the company to the public. No other associate should speak with media representatives regarding Amazon business, even to answer apparently innocuous questions"

WE WILL rescind the rules set above.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL remove from our files all references, if any, to the verbal warning we issued to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2014, and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the verbal warning will not be used against (b) (6), (b) (7)(C) in any way.

WE WILL furnish all of our employees across the United States with: (1) inserts for the current employee handbook that advise them that the overly-broad rules described above have been rescinded, or (2) the language of lawful rules on adhesive backing that will cover or correct the overly-broad rules in their employee handbook forms, or (3) publish and distribute revised handbooks and employee acknowledgment forms that do not contain the overly-broad rules.

**AMAZON.COM.AZDC, LLC, a subsidiary of
AMAZON.COM, INC.**

(Employer)

Dated: _____

By: _____
(Representative) (Title)

2600 N CENTRAL AVE
STE 1400
PHOENIX, AZ 85004-3019

Telephone: (602)640-2160
Hours of Operation: 8:15 a.m. to 4:45 p.m.

Notice B
(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to freely talk to others about wages, hours, and working conditions, including by discussing with us and other employees parking lot safety and security issues. **WE WILL NOT** do anything to interfere with your exercise of the right to engage in protected concerted activities.

WE WILL NOT announce or maintain a directive or rule directing you to refrain from engaging in concerted activities.

WE WILL NOT announce or maintain the following overly-broad rules:

- The "best interests" rule found in our Employee Owners' Manual and Guide (employee handbook) and Code of Conduct and Ethics Course training video /slide show (training video) that could be read as prohibiting you from raising concerted complaints in the work place if those complaints are not in the "best interest of Amazon,"
- The "employee information" rule found in our training video that prohibited you from "Revealing any ...employee information entrusted to Amazon..." informed you that "Private information about ... employees should be used only for its intended and authorized business purpose," and directed employees "Do Not: ... Share employee information with unauthorized persons,"
- The "confidential information" rule found in our employee handbook which defines confidential information to include "lists of associates acquired through your employment with Amazon,"
- The "Standard of Conduct" rules found in our employee handbook which provide that the "following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense: "leaving company premises (walking off the job)" and "failure to fully cooperate with company investigations,"
- The "Dealing with the Public" rule found in our employee handbook which provides that "the company has designated certain associates to represent the company to the public. No

other associate should speak with media representatives regarding Amazon business, even to answer apparently innocuous questions"

WE WILL rescind the rules set above.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish all of our employees across the United States with: (1) inserts for the current employee handbook that advise them that the overly-broad rules described above have been rescinded, or (2) the language of lawful rules on adhesive backing that will cover or correct the overly-broad rules in their employee handbook forms, or (3) publish and distribute revised handbooks and employee acknowledgment forms that do not contain the overly-broad rules.

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-185018	Sept. 23, 2016

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Amazon Fulfillment Center		b. Tel. No. (602)353-5921
		c. Cell No.
d. Address (street, city, state ZIP code) 4750 W Mohave St, Phoenix, AZ 85043-8305	e. Employer Representative Martin Noack General Manager	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Phoenix, AZ
i. Type of Establishment (factory, nursing home, hotel) Warehouse	j. Principal Product or Service Warehousing and Delivery of Goods	k. Number of workers at dispute location ~1000
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsection (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Within the last six months, Amazon Fulfillment Center (Employer) discriminated against its employee (b) (6), (b) (7)(C) by, including, but not limited to, discharging (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in concerted activities, including, but not limited to, complaining with other employees and to the Employer about supervisor favoritism and work assignments. By the above and other acts, the Employer has interfered with, coerced, and restrained employees in their exercise of the rights protected by Section 7 of the National Labor Relations Act, as amended.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)		
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)(C)
		4c. Cell No.
		4d. Fax No.
		4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) NA		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. (b) (6), (b) (7)(C)		Tel. No. (b) (6), (b) (7)(C)
By: (b) (6), (b) (7)(C)		Office, if any, Cell No.
(signature of representative or person making charge)		Print Name and Title (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		Fax No.
Date: 9/23/16		e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. (b) (6), (b) (7)(C)

Morgan Lewis

Michael E. Lignowski

Senior Attorney
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michael.lignowski@morganlewis.com

November 7, 2016

E-FILED

Kyler A. Scheid
Field Attorney
National Labor Relations Board Region 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004
United States of America

Re: Amazon - Case No. 28-CA-185018
(b) (6), (b) (7)(C) Termination ULP)

Dear Mr. Scheid:

Amazon.com.azdc LLC, ("Amazon" or the "Company") provides this position statement in response to the above-referenced charge filed by (b) (6), (b) (7)(C). The Company understands (b) (6), (b) (7)(C) to claim that Amazon has violated Sections 8(a)(1) of the National Labor Relations Act ("NLRA" or "Act"), as alleged in the charge and described in the Region's October 6, 2016 allegations letter, as follows: *Within the last six months, Amazon Fulfillment Center (Employer) discriminated against (b) (6), (b) (7)(C) by, including, but not limited to, discharging (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in concerted activities, including, but not limited to, complaining with other employees and to the Employer about supervisor favoritism and work assignments.*

In support of the charge, the Company understands (b) (6), (b) (7)(C) to assert that the Company took the above actions because of (b) (6), (b) (7)(C) alleged protected concerted activity.

As discussed in more detail below, (b) (6), (b) (7)(C) charge is factually and legally deficient. (b) (6), (b) (7)(C) was terminated for poor job performance and serious violations of company standards. (b) (6), (b) (7)(C) was terminated for repeated and thoroughly investigated violations

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of the Company's Standards of Conduct. Specifically, (b) (6), (b) (7)(C) (1) falsified personnel or other company documents/records; and (2) failed to carry out a work assignment in an efficient, responsible, and acceptable manner; and engaged in the unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody. As for the claim that the discipline or (b) (6), (b) (7)(C) termination was a response to protected, concerted activities—such as complaining about favoritism or work assignments—there is no evidence that (b) (6), (b) (7)(C) engaged in any concerted activity or raised complaints while at Amazon. At most, (b) (6), (b) (7)(C) raised individual questions, on a limited basis, concerning the Company's indirect function rotations. (b) (6), (b) (7)(C) personal questions relating to (b) (6), (b) (7)(C) department's "indirect function" rotations were not NLRA-protected conduct. Moreover, (b) (6), (b) (7)(C) was never told that (b) (6), (b) (7)(C) was not permitted to discuss (b) (6), (b) (7)(C) working conditions or the Company's indirect function rotations.

Ultimately, the Act does not insulate employees from the consequences of their overall poor job performance or improper conduct simply because they either have complained about work-related issues or supported a union. The actions of the Company in investigating and then terminating (b) (6), (b) (7)(C) employment were lawful and the charge should be dismissed, absent withdrawal.

FACTUAL BACKGROUND

I. AMAZON.COM

Amazon operates websites that sell various products, including books, electronics, CDs, DVDs, and apparel. Amazon.com packages and ships products from warehouses called "Fulfillment Centers," operated by Amazon.com.azdc LLC. Amazon operates numerous Fulfillment Centers in North America, including one in Phoenix, Arizona, referred to internally as "PHX6."

II. (b) (6), (b) (7)(C) EMPLOYMENT AT AMAZON

A. (b) (6), (b) (7)(C) Position and Duties.

(b) (6), (b) (7)(C) began working for Amazon on (b) (6), (b) (7)(C), as an ICQA (Inventory Control Quality Assurance) Tier 1 Associate. (b) (6), (b) (7)(C) was terminated on (b) (6), (b) (7)(C), 2016. (b) (6), (b) (7)(C) worked the night shift at the PHX6 Fulfillment Center. (b) (6), (b) (7)(C) primary job duties as an ICQA Associate involved sorting through product bins, counting each item in the bin, and identifying discrepancies. The purpose of this function is to ensure that the correct items are stored in the correct bins, which is necessary for ensuring inventory control and identifying defects (i.e., misplaced items) that are already in the bins, all with a goal of

improving customer service. ICQA associates are tracked and rated based on their productivity (how many items they count in bins and the accuracy of their counting). ICQA associates may be rotated into "indirect function" tasks, such as taking items that are abandoned in the aisles inside the Fulfillment Center and returning them to their proper places (similar to a "go-back" function in a grocery or department store). Serving in "indirect function" jobs was considered a privilege because it meant that an ICQA associate was not being actively tracked for (b) (6), (b) (7)(C) or her productivity during that shift. "Indirect function" assignments are temporary, and typically last for half a shift to one shift (i.e., four to eight hours).

B. Investigation Into (b) (6), (b) (7)(C) Performance.

On or about June 30, 2016, (b) (6), (b) (7)(C) performed a regular review of weekly ICQA performance and (b) (6), (b) (7)(C) performance was flagged as being suspiciously good. (b) (6), (b) (7)(C) performance for the period under review was 300% of the expectation with 100% accuracy for the previous rolling 6 weeks. To put this in perspective, in the whole ICQA department during the same period of June 11, 2016 through July 2, 2016, the average defect rate in ICQA (that is, rate of products in the assigned bins that were not supposed to be there) was 6%. (b) (6), (b) (7)(C) identified only 2 defects in 8168 bins during this time period, while others were identifying approximately 490 defects during the same time period. While at first blush it may seem like (b) (6), (b) (7)(C) was just a star performer, (b) (6), (b) (7)(C) numbers were so high with so few errors that they were statistically improbable. So either (b) (6), (b) (7)(C) bins were all perfect and had no defects, and (b) (6), (b) (7)(C) was able to count vastly more bins than anyone else, or something else was going on. (b) (6), (b) (7)(C) rates of performance signaled that (b) (6), (b) (7)(C) was most likely "gaming the system" in order to have a high rating.

On the same day, June 30, (b) (6), (b) (7)(C) talked with (b) (6), (b) (7)(C) to get more information on the low defect rates to try to understand what was happening. If (b) (6), (b) (7)(C) had a reasonable explanation for (b) (6), (b) (7)(C) performance, (b) (6), (b) (7)(C) was open to hearing it. (b) (6), (b) (7)(C) did not admit any wrongdoing, but (b) (6), (b) (7)(C) also failed to explain how (b) (6), (b) (7)(C) was performing (b) (6), (b) (7)(C) job in a manner that was so good that it was implausible. (b) (6), (b) (7)(C) never offered any explanation for (b) (6), (b) (7)(C) performance. If (b) (6), (b) (7)(C) had been performing (b) (6), (b) (7)(C) job in a manner that was consistent with the company's standards, (b) (6), (b) (7)(C) could have simply stated how (b) (6), (b) (7)(C) was performing (b) (6), (b) (7)(C) job better than other ICQA associates.

Following this initial discussion with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) tasked (b) (6), (b) (7)(C)¹ and (b) (6), (b) (7)(C) who reported to (b) (6), (b) (7)(C) with investigating further into (b) (6), (b) (7)(C).

¹ (b) (6), (b) (7)(C) supervised (b) (6), (b) (7)(C) for a period of time from 2014 to 2015 when she was an Area Manager. During the investigation into (b) (6), (b) (7)(C) conduct that led to (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) was not (b) (6), (b) (7)(C) direct supervisor. At the time of (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) direct supervisor was Karl Reichle, Area Manager. However, (b) (6), (b) (7)(C) participated in the investigation and termination discussion because of her familiarity with (b) (6), (b) (7)(C) and her data expertise.

(b) (6), (b) (7)(C) is technically trained in data analysis and has worked to improve ICQA data tracking and performance analytics. New ways of analyzing performance data that she [redacted] [redacted] and logging of (b) (6), (b) (7)(C) performance numbers.

In order to do (b) (6), (b) (7)(C) s en (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) ns from June 30 recounted (b) (6), (b) (7)(C) the recount of the same 354 (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) had counted on June 30 (and identified zero defects). Another associate (b) (6), (b) (7)(C)
identified 2 defects. This audit team (b) (6), (b) (7)(C) was some (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) ating (b) (6), (b) (7)(C) performance numbers in order to re (b) (6), (b) (7)(C) ated high performance ratings.

On July 6, 2016, [REDACTED] about [REDACTED] (b) (6), (b) (7)(C) when [REDACTED]
[REDACTED] ioned abo [REDACTED] (b) (6), (b) (7)(C) its do I
need to have to [REDACTED] (b) (6), (b) (7)(C) treme
Form where [REDACTED] detailed various reasons why bin counting is not simple and vari [REDACTED]
why an ICQA ass [REDACTED] t exhibit poor judgment when executing one's duties (e.g.,
"There may be problems involving individual items (units), in terms of sets needing/missing
labeling, very thin products sticking together, etc. This, in turn will possibly trigger an
associate to place things in amnesty or 'guess' at the quantity that's virtually expected. After
all, only 1 defect created a [REDACTED] ns will tend [REDACTED] tes want to [REDACTED]
at all costs." (See attached Witness Statement [REDACTED] (b) (6), (b) (7)(C), [REDACTED], 2016,
attached as **Exhibit A**.) This explanation only seems to suggest that [REDACTED] (b) (6), (b) (7)(C) believed
it was acceptable to manipulate numbers because Amazon's standards are high.

Up until (b) (6), (b) (7)(C) performance was evaluated on June 30, (b) (6), (b) (7)(C) had consistently been rotated into “indirect function” tasks. Following (b) (6), (b) (7)(C) recount of (b) (6), (b) (7)(C) bins, (b) (6), (b) (7)(C) decided not to rotate (b) (6), (b) (7)(C) into a “indirect function” tasks while (b) (6), (b) (7)(C) performance was evaluated. As discussed above, “indirect function” tasks are tracked in (b) (6), (b) (7)(C) manner as non-productive tasks, and any further misconduct would therefore not (b) (6), (b) (7)(C) and procedure to not rotate employees who have engaged in any (b) (6), (b) (7)(C) “indirect functions,” as these rotations are a benefit and reward for good performance.

During the meeting, [REDACTED] along with further [REDACTED] (b) (6), (b) (7)(C) reported counting 2300 [REDACTED] and recounted, [REDACTED] (b) (6), (b) (7)(C) and the same [REDACTED] (b) (6), (b) (7)(C) was indeed somewhat [REDACTED] and increased productivity of [REDACTED] one else had caught it because the data analytics [REDACTED] (b) (6), (b) (7)(C) Sophomore. Essentially, it had just looked like [REDACTED] (b) (6), (b) (7)(C) was a top performer. But [REDACTED] (b) (6), (b) (7)(C) had previously thought that [REDACTED] (b) (6), (b) (7)(C) elevated performance was

Kyler A. Scheid

November 7, 2016

Page 5

(b) (6), (b) (7)(C) peers but audits of (b) (6), (b) (7)(C) work methods showed that (b) (6), (b) (7)(C) performed (b) (6), (b) (7)(C) work tasks in the same manner as the other ICQA associates. During the course of (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) would (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) best alone.

By late July, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) on's ICQA management and (b) (6), (b) (7)(C) resources continued investigating (b) (6), (b) (7)(C) performance for several weeks in order to figure out what (b) (6), (b) (7)(C) was doing and confirm (b) (6), (b) (7)(C) was in fact gaming the (b) (6), (b) (7)(C) at because (b) (6), (b) (7)(C) was granted "Problem Solve" permissions. (b) (6), (b) (7)(C) hypothesized that (b) (6), (b) (7)(C) was able to manipulate (b) (6), (b) (7)(C) someone who (b) (6), (b) (7)(C) the total (b) (6), (b) (7)(C) someone (b) (6), (b) (7)(C) manipulate (b) (6), (b) (7)(C) able to (b) (6), (b) (7)(C) remove items from (b) (6), (b) (7)(C) could simply remove those items from the overall count. Alternatively, (b) (6), (b) (7)(C) hypothesized that (b) (6), (b) (7)(C) might be using more than one scanner and somehow logging in and logging out in order to produce a perfect scoring count without actually counting all the items or identifying defects (misplaced items).

Then, on August 31, 2016, (b) (6), (b) (7)(C) coworker, (b) (6), (b) (7)(C), observed (b) (6), (b) (7)(C) engaging in suspicious conduct. Specifically, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) taking items out of (b) (6), (b) (7)(C) bin and putting them in the nearest "amnesty" bin. A (b) (6), (b) (7)(C) are used for items that are left in aisles or otherwise misplaced, and then those items are later returned to their proper storage locations. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was doing it to get rid of any (b) (6), (b) (7)(C) in the bin." (b) (6), (b) (7)(C) was instructed by the on-duty manager to escalate this incident, which (b) (6), (b) (7)(C) promptly did. (b) (6), (b) (7)(C) also reported (b) (6), (b) (7)(C) st 31, (b) (6), (b) (7)(C) was removing a (b) (6), (b) (7)(C) out of (b) (6), (b) (7)(C) bin to perform a second count, (b) (6), (b) (7)(C) overheard (b) (6), (b) (7)(C) scanner beep. This signaled a second count. (b) (6), (b) (7)(C) reported (b) (6), (b) (7)(C) d over at (b) (6), (b) (7)(C) to see if I needed to move out of the way and saw (b) (6), (b) (7)(C) back into the same bin. When (b) (6), (b) (7)(C) did that (b) (6), (b) (7)(C) entered a different system – not following standard work to work on a second count."

(See attached Witness Statement Form of (b) (6), (b) (7)(C), dated September 7, 2016, attached as Exhibit B.)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) of what (b) (6), (b) (7)(C) happened on A (b) (6), (b) (7)(C) any amnesty dumping. It n (b) (6), (b) (7)(C) e. it was left on or (b) (6), (b) (7)(C) before, but only out of lag issu (b) (6), (b) (7)(C) ever. (See attached Witness Statement Form of (b) (6), (b) (7)(C), dated September 7, 2016, attached as Exhibit C.) (b) (6), (b) (7)(C) statement

did nothing to explain (b) (6), (b) (7)(C) curious behavior, (b) (6), (b) (7)(C) impossibly high performance ratings, or the fact that audits of (b) (6), (b) (7)(C) work confirmed more defects than (b) (6), (b) (7)(C) reported.

Following the meetings and statements taken by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) on September 8, (b) (6), (b) (7)(C) supported (b) (6), (b) (7)(C) termination and requested the appropriate higher level termination approvals. (b) (6), (b) (7)(C) termination was based on the following Standards of Conduct violations:

- Category 1 Violation
 - Falsification of personnel or other company documents/records
- Category 2 Violations
 - Failure to carry out a work assignment in an efficient, responsible, or acceptable manner
 - Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody

(b) (6), (b) (7)(C) was familiar with the company's Standards of Conduct, and was given access to them at the time of (b) (6), (b) (7)(C) hire. (See New Employee Mandatory Certification, attached as Exhibit D.)

C. (b) (6), (b) (7)(C) Never Complained About Favoritism Concerning Work Assignments Until (b) (6), (b) (7)(C) Termination.

(b) (6), (b) (7)(C) alleges in (b) (6), (b) (7)(C) charge that (b) (6), (b) (7)(C) was terminated in response to engaging in protected, concerted activity and that (b) (6), (b) (7)(C) complained about favoritism and work assignments. This is simply untrue. During (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) was continually staffed on favorable "indirect function" assignments due to (b) (6), (b) (7)(C) high ratings. In fact, up until (b) (6), (b) (7)(C) performance was flagged as being 'too good to be true' (b) (6), (b) (7)(C) was often staffed on preferred assignments as a reward for (what appeared to be) such high performance. (b) (6), (b) (7)(C) preferred assignment rotations really did not change until July 2016.

Amazon maintains an internal employee comments system, where employees can make requests or bring issues to the attention of management. Comments can be made anonymously if desired, but anonymity is not required. Comments, complaints or requests made through this system are stored electronically. In connection with charge, Amazon pulled the complaints or comments made during the past four years ((b) (6), (b) (7)(C) entire employment). During the relevant time period of the past six months (as alleged in the charge), (b) (6), (b) (7)(C) made no complaints about favoritism or union participation using the employee comments system. Further, in the six months prior to (b) (6), (b) (7)(C) termination, Amazon has no record of (b) (6), (b) (7)(C) complaining to management about supervisor favoritism or unfair work assignments.

D. (b) (6), (b) (7)(C) Termination.

On (b) (6), (b) (7)(C) 2016, (b) (6), (b) (7)(C) conducted (b) (6), (b) (7)(C) termination meeting. Present in the meeting were (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was informed that (b) (6), (b) (7)(C) was being terminated for false reporting, and that audits of (b) (6), (b) (7)(C) work evidenced (b) (6), (b) (7)(C) policy violations. During the termination discussion, (b) (6), (b) (7)(C) mentioned that (b) (6), (b) (7)(C) believed that training was unfair. This was the first time during the relevant time period of the past six months that (b) (6), (b) (7)(C) complained about training being *unfair*.

There is in fact no record that (b) (6), (b) (7)(C) ever complained about training being conducted unfairly. During (b) (6), (b) (7)(C) termination meeting, (b) (6), (b) (7)(C) reminded (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was trained as high as a Tier I associate could be trained in ICQA and (b) (6), (b) (7)(C) was in fact never subjected to any treatment that could be considered unfair in terms of training and work assignment. (b) (6), (b) (7)(C) was certainly not treated unfairly in connection with any conduct protected under the Act.

During (b) (6), (b) (7)(C) termination meeting, (b) (6), (b) (7)(C) made the following statement: "Well, I guess there's no point in hiding it. I may as well admit it." (b) (6), (b) (7)(C) then detailed an encounter with another associate in the department who (b) (6), (b) (7)(C) felt annoyed by because this other associate was often coming to talk with (b) (6), (b) (7)(C) and asking (b) (6), (b) (7)(C) to be (b) (6), (b) (7)(C) friend on Facebook.

When (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) ever reported this conduct to anyone, (b) (6), (b) (7)(C) said "no" and said (b) (6), (b) (7)(C) "doesn't ever report anything to anyone." (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if the interactions with this other associate were related in any way to the incidents concerning (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) said "no." (b) (6), (b) (7)(C) also asked if those interactions caused (b) (6), (b) (7)(C) any type of stress that would have caused (b) (6), (b) (7)(C) to perform (b) (6), (b) (7)(C) job duties in the manner that led to (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) again said "no." (b) (6), (b) (7)(C) repeatedly stated that (b) (6), (b) (7)(C) never went to HR or managers and said (b) (6), (b) (7)(C) did not like talking to them, nor did (b) (6), (b) (7)(C) report any issues or complaints to them. There is no way that anyone in management at Amazon would have known about (b) (6), (b) (7)(C) alleged complaints about supervisor favoritism or work assignments, and even by (b) (6), (b) (7)(C) account, (b) (6), (b) (7)(C) never reported anything to anyone.

When (b) (6), (b) (7)(C) was given information on internal appeal rights concerning (b) (6), (b) (7)(C) termination, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) would not be appealing because (b) (6), (b) (7)(C) was glad to be leaving Amazon, and that (b) (6), (b) (7)(C) had "wasted" years at ICQA because the job was beneath (b) (6), (b) (7)(C).

DISCUSSION

I. (b) (6), (b) (7)(C) SECTION 8(A)(3) ALLEGATIONS DO NOT HAVE MERIT.

Based on the factual record, it is clear that (b) (6), (b) (7)(C) allegations are without merit. First, (b) (6), (b) (7)(C) allegations regarding supposed protected concerted activity are factually flawed, as there is no evidence that (b) (6), (b) (7)(C) alleged complaints about supervisor favoritism or work assignments were ever told to anyone and (b) (6) was often rotated into “indirect function” positions. The only reason (b) (6), (b) (7)(C) was not rotated in those preferred indirect functions beginning in July 2016 was in direct response to the investigation into the conduct that ultimately resulted in (b) (6), (b) (7)(C) termination.

Any possible complaints about supervisor favoritism or work assignments, if any were actually conveyed to *anyone* during the relevant six-month time period before (b) (6), (b) (7)(C) termination, were nothing other than (b) (6), (b) (7)(C) own personal issues. (b) (6), (b) (7)(C) was not speaking on behalf of any co-employees. Moreover, even if (b) (6), (b) (7)(C) engaged in protected, concerted activity, and had that activity contributed to (b) (6), (b) (7)(C) discharge in any material way, the other objective bases for (b) (6), (b) (7)(C) poor job performance—violation of the company’s Standards of Conduct by manipulating (b) (6), (b) (7)(C) ICQA reporting—would have resulted in (b) (6), (b) (7)(C) termination in any event.

A. Relevant Section 8(a)(3) Legal Framework.

Given that Amazon is alleged to have retaliated against (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) engaged in some protected, concerted activities, the Board’s *Wright Line* test applies here. In other words, the legal question is what motivated Amazon to discipline and then terminate (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) asserted protected activity, or Amazon’s legitimate business concerns over (b) (6), (b) (7)(C) repeated violations of the company’s quality control standards.

In cases concerning alleged unlawful terminations, the Board typically utilizes the legal framework established under *Wright Line*, 251 NLRB 1083 (1980), *enfd.*, 662 F.2d 899 (1st Cir. 1981), *cert. denied*, 455 U.S. 989. Under this multi-part test, first “the General Counsel must make a *prima facie* showing sufficient to support the inference that protected conduct was a ‘motivating factor’ in the employer’s decision.” See *Wal-Mart Stores, Inc.*, 352 NLRB 815, 845 (2008). Additionally, a violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. See *P.W. Supermarkets Inc.*, 269 NLRB 839, 840 (1984). If this showing is made by a preponderance of the evidence, “the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.” *Wal-Mart Stores*, 352 NLRB at 845; see *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003).

Under this framework, (b) (6), (b) (7)(C) has not presented allegations sufficient to support a *prima facie* case of unlawful termination. Further, if the limited facts presented by (b) (6), (b) (7)(C) could be construed as providing that predicate *prima facie* case, which they cannot, Amazon still had a specific, demonstrable and reasonable basis for terminating (b) (6), (b) (7)(C) employment—(b) (6), (b) (7)(C) repeated violations of Amazon’s Standards of Conduct. For these reasons, the charge should be dismissed, absent withdrawal.

B. (b) (6), (b) (7)(C) Engaged in No Concerted Activity.

As a predicate matter, (b) (6), (b) (7)(C) cannot even demonstrate a *prima facie* case in support of (b) (6), (b) (7)(C) charge because (b) (6), (b) (7)(C) did not engage in any protected, concerted activity under the meaning of Section 7 of the Act. (b) (6), (b) (7)(C) single instance of raising questions about rotation into “indirect function” positions solely on (b) (6), (b) (7)(C) own behalf, *at the time of* (b) (6), (b) (7)(C) termination, does not constitute “concerted” activity or activity designed for “mutual aid or protection.” As the Board has held recently, an employee’s conduct “must be both concerted and engaged in for the purpose of ‘mutual aid or protection.’” *Fresh & Easy Neighborhood Market, Inc.*, 361 NLRB No. 12, slip op. 3 (2014). These requirements are “separate but indispensable” elements. *Id.* And both are analyzed under an objective standard. *Id.*

The Board clearly distinguishes employee communications made for their own individualized purposes from efforts to promote group action and group complaints. In *Meyers Industries*, 281 NLRB 882 (1986) (“*Meyers II*”), the Board explained that “to qualify as [concerted activity], [individual action] must appear at the very least it was engaged in with the object of initiating or inducing or preparing for group action or that it had some relation to group action in the interest of the employees.” *Id.* at 887.

For example, in *Plumbers and Pipefitters, Local 412*, 328 NLRB 1079 (1999), the Board ruled that an employee’s complaint about her pension benefits was not concerted activity. Instead, the employee was acting solely to further her own interests by complaining that she was not eligible for a particular pension plan. *Id.* at 1082–83. Thus, her conduct was not looking forward to group action or raising group complaints but was “mere talk.” *Id.*; see also *Copps Foods*, 323 NLRB 998, 1001 (1997) (employee’s statements to fellow employees that the employer intended to solicit applications for their jobs was not concerted where the employee was simply attempting to embroil her fellow employees in her individual dispute with the employer).

Similarly, in *Tampa Tribune*, 346 NLRB 369 (2006), an employee who complained about his supervisor’s alleged favoritism was not engaged in concerted activity. Because there was no evidence that the employee was raising the complaint about favoritism on behalf of coworkers or that his coworkers shared his belief, he was “speaking only for himself.” *Id.* at 371–72. Thus, discipline imposed as a result of his complaints did not violate the Act. *Id.*; see also *Tasker Healthcare Group*, Case No. 04-CA-094222 (May 8, 2013) (Division of

Advice memo concluding that comments on private Facebook group were not “concerted” because “they did not involve shared employee concerns over terms and conditions of employment”); *Reynolds Elec., Inc.*, 342 NLRB 156, 156 (2004) (“[A] one-on-one conversation between an employee and an employer is not, without more, concerted activity.”).

Here, (b) (6), (b) (7)(C) claims that (b) (6) complained about alleged favoritism concerning the selection of employees to be rotated into “indirect function” positions. However, as discussed above, (b) (6), (b) (7)(C) was trained for these functions, and heavily rotated into these preferred positions. (b) (6), (b) (7)(C) rotation only stopped when (b) (6), (b) (7)(C) supervisors began investigating (b) (6), (b) (7)(C) improper conduct. The Region should find that the issues raised by (b) (6), (b) (7)(C) in a single, one-on-one conversation with a supervisor are limited to (b) (6), (b) (7)(C) own personal gripes. There is no evidence that (b) (6), (b) (7)(C) was exercising some type of authority to raise (b) (6), (b) (7)(C) issue on behalf of other employees. In order to demonstrate (b) (6), (b) (7)(C) was engaged in Section 7 “concerted activity,” an employee must show that that (b) (6), (b) (7)(C) complained regarding employment-related issues either with other employees or upon the “authority” of other employees. *Meyers II*, 281 NLRB at 885. On this basis, the Region should dismiss the charge for want of a fundamental *prima facie* element—protected, concerted activity.

C. Assuming (b) (6), (b) (7)(C) Could Prove (b) (6), (b) (7)(C) *Prima Facie* Case, Amazon Had a Legitimate Business Reason for Terminating (b) (6), (b) (7)(C)

Assuming for the sake of argument that a *prima facie* case was presented by the charge, which is not the case, the Company’s termination decision is amply supported by legitimate business reasons. As detailed above, (b) (6), (b) (7)(C) was terminated for violations of the company’s Standards of Conduct. Pursuant to Company policy, Category 1 Violations warrant termination and are not eligible for employee appeal.

It is beyond debate that an employer can take adverse actions in response to such documented job performance deficiencies and even to terminate employees for improper conduct. An employee’s decision to engage in some protected, concerted activities at work does not thereafter shield (b) (6), (b) (7)(C) from all adverse consequences.

Moreover, the treatment of (b) (6), (b) (7)(C) was consistent with the Company’s treatment of other similarly-situated employees. In the period from March 2016 to September 2016, 58 other employees at PHX6 were terminated for Category 1 violations. There can be no dispute that Amazon’s Standards of Conduct are rigorously enforced.

For all these reasons, the discipline and termination of (b) (6), (b) (7)(C) was appropriate, and the charge should be dismissed, absent withdrawal.

Kyler A. Scheid
November 7, 2016
Page 11

CONCLUSION

Given the record evidence, this charge should be dismissed, absent withdrawal. Please let us know if you have any questions or need any additional information. If additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Sincerely,

/s/ Michael E. Lignowski
Michael E. Lignowski

Counsel for Amazon.com.azdc LLC

NOTE TO ASSOCIATE: Thank you for taking time to complete this Witness Statement Form. The information you provide will help Amazon.com to thoroughly investigate the issue that has been brought to our attention. Please indicate on this form below, in Section II, exactly what you saw, heard, and know about the issue you are providing this statement about.

SECTION I: INFORMATION ABOUT THE PERSON MAKING THIS STATEMENT

Associate Name (Please Print) (b) (6), (b) (7)(C)	Department/Position ICQA/FC Associate	
Home Address, City, State, Zip (b) (6), (b) (7)(C)	Home Phone (b) (6), (b) (7)(C)	Work Phone ()

SECTION II: WITNESS STATEMENT (Use additional paper or back of form if necessary)

Describe in your own words, what happened and what you observed. Please make sure to cover the following points:

- ☒ List of all the issues, concerns and/or complaints.
- ☐ Relevant facts and dates that support the issue. Be as specific as possible and provide examples.
- ☐ Suggestions for obtaining documentation (e.g., memos, e-mails, performance evaluations, etc.) that may include relevant information.
- ☐ Attach copies of any relevant documentation to this form.

Simple bin count is meant to be, well, simple. Here's the thing, with all of the inventory this FC has, it usually isn't. There may be problems involving individual items (units), in terms of sets needing/missing labelings, very thin products sticking together, etc. This, in turn will possibly trigger an associate to place things in amnesty or 'guess' at the quantity that's virtually expected. After all, only 1 defect created 200 bins (ASINs in adhoc) will tend to make associates want to avoid them at all costs. An alternative to amnesty 'dumping' or 'guessing' on one's count might be to pull and/or whenever in doubt about the count and to, in turn, skip those. However, then those higher up generally want to have an explanation for why one thought it was 'ok' to skip so many. There just doesn't seem to be a 'winning' solution that tier 1's, tier 3's, and up, can all agree upon. Personally, I don't use virtual tools like Print Totals Contents whilst doing SBC (be it on a 2nd scanner or a computer).

Please list any witnesses or individuals who may have information relevant to this investigation.

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that this is a confidential statement which I agree not to share with any other person(s) including, but not limited to, fellow associates and/or management, without the permission of Amazon.com or the Associate General Counsel, Labor and Employment. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate or hindering an internal investigation, including the refusal to answer questions, and providing false or purposefully misleading information may result in corrective action up to and including termination of employment.

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	7/6/16
Employee Name (Please Print)	Employee Signature	Date

NOTE TO ASSOCIATE: Thank you for taking time to complete this Witness Statement Form. The information you provide will help Amazon.com to thoroughly investigate the issue that has been brought to our attention. Please indicate on this form below, in Section II, exactly what you saw, heard, and know about the issue you are providing this statement about.

SECTION I: INFORMATION ABOUT THE PERSON MAKING THIS STATEMENT

Associate Name (Please Print) (b) (6), (b) (7)(C)	Department/Position ICQA Associate	
Home Address, City, State, Zip (b) (6), (b) (7)(C)	Home Phone (b) (6), (b) (7)(C)	Work Phone ()

SECTION II: WITNESS STATEMENT (Use additional paper or back of form if necessary)

Describe in your own words, what happened and what you observed. Please make sure to cover the following points:

- List of all the issues, concerns and/or complaints.
- Relevant facts and dates that support the issue. Be as specific as possible and provide examples.
- Suggestions for obtaining documentation (e.g., memos, e-mails, performance evaluations, etc.) that may include relevant information.
- Attach copies of any relevant documentation to this form.

8/31/16
On Wednesday I was doing simple bin count and noticed ~~that~~ a co-worker ~~was~~ taking items out of (b) (6), (b) (7)(C) bin and ~~then~~ placing them in the nearest amnesty bin. (b) (6), (b) (7)(C) was doing it to get rid of any potential error in the bin. This happened within the first hour of shift and at the time I escalated it to our (b) (6), (b) (7)(C) who told me to escalate it to management. Later that night around 1am, Thursday morning I ended up in the same aisle as (b) (6), (b) (7)(C) again, and while I was removing all the items out of my bin on the 2nd count, I ~~looked~~ heard (b) (6), (b) (7)(C) scanner beep - signaling a 2nd count. I looked over at (b) (6), (b) (7)(C) to see if I needed to move out of the way and saw (b) (6), (b) (7)(C) log out entirely & log back into the same bin. ~~By the time I saw~~ When (b) (6), (b) (7)(C) did that (b) (6), (b) (7)(C) entered a different quantity - matching the system - not following standard work to ~~finish~~ ^{work} on 2nd count. Referring to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Please list any witnesses or individuals who may have information relevant to this investigation.

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company will keep this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate or hindering this internal investigation, including the refusal to answer questions, and providing false or purposefully misleading information may result in corrective action up to and including termination of employment.

(b) (6), (b) (7)(C)

Employee Name (Please Print)

(b) (6), (b) (7)(C)

Employee Signature

9/7/2016

Date

NOTE TO ASSOCIATE: Thank you for taking time to complete this Witness Statement Form. The information you provide will help Amazon.com to thoroughly investigate the issue that has been brought to our attention. Please indicate on this form below, in Section II, exactly what you saw, heard, and know about the issue you are providing this statement about.

SECTION I: INFORMATION ABOUT THE PERSON MAKING THIS STATEMENT

As (b) (6), (b) (7)(C)	Department/Position ICQA	
Home Address, City, State, Zip (b) (6), (b) (7)(C)	Home Phone (b) (6), (b) (7)(C)	Work Phone ()

SECTION II: WITNESS STATEMENT (Use additional paper or back of form if necessary)

Describe in your own words, what happened and what you observed. Please make sure to cover the following points:

- ☒ List of all the issues, concerns and/or complaints.
- ☐ Relevant facts and dates that support the issue. Be as specific as possible and provide examples.
- ☐ Suggestions for obtaining documentation (e.g., memos, e-mails, performance evaluations, etc.) that may include relevant information.
- ☐ Attach copies of any relevant documentation to this form.

I wasn't outwardly involved in any amnesty dumping. It might've been an item I placed in a blue tote out of distraction/accident (i.e. it was left on or fell on the cart). I have logged in and out of the FC scanners before, but only out of lag issues, changing mode, or whatever.

Please list any witnesses or individuals who may have information relevant to this investigation.

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company will keep this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate or hindering this internal investigation, including the refusal to answer questions, and providing false or purposefully misleading information may result in corrective action up to and including termination of employment.

(b) (6), (b) (7)(C)

Employee Name (Please Print)

(b) (6), (b) (7)(C)

Employee Signature

9/7/16

Date



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlrb.gov
Telephone: (602) 640-2160
Fax: (602) 640-2178

November 17, 2016

(b) (6), (b) (7)(C)

Re: Amazon Fulfillment Center
Case 28-CA-185018

Dear (b) (6), (b) (7)(C)

We have carefully investigated and considered your charge that Amazon Fulfillment Center (the Employer) has violated the National Labor Relations Act (the Act).

Decision to Dismiss: Based on the investigation, I have decided to dismiss your charge for the reasons discussed below:

The charge alleges that the Employer violated Section 8(a)(1) of the Act by discharging you for engaging in protected, concerted activities.

In order to establish that an employer unlawfully discharged an employee for engaging in union or protected, concerted activities, it must first be established by a preponderance of the evidence that: (1) the employee engaged in protected, concerted activities; (2) that the employer knew of these activities; and (3) that the activities were a substantial or motivating reason for the discharge. *Wright Line*, 251 NLRB 1083 (1980), *enfd.* on other grounds 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982), *approved in NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983). If the initial burden is met, the burden then shifts to the Employer to prove that it would have discharged its employee even absent the employee's protected activities. *See, e.g., Mesker Door*, 357 NLRB No. 59, slip op. at 2 (2011); *Donaldson Bros. Ready Mix, Inc.*, 341 NLRB 958, 961 (2004).

[REDACTED]
[REDACTED]
In this case, there is evidence that you engaged in protected concerted activities by discussing with your coworkers your concerns about lack of job rotation and supervisor favoritism. However, there is no evidence that the Employer had knowledge of your protected activities. There is no evidence that your protected activities may have been a motivating reason for your discharge. Moreover, the evidence also shows that even if you were able to meet the burden of establishing that your protected activities were a substantial or motivating reason for your discharge, [REDACTED] its burden of establishing that it would have discharged you even absent the protected activities due to concerns about your work performance.

How to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at [REDACTED]. You are encouraged to attach a complete statement of the facts and reasons you believe my decision was incorrect.

Methods of Filing: An appeal may be filed by mail, delivery service, or hand-delivered. Filings received by the General Counsel's Office MAY NOT be filed by fax. For more information on how to file an appeal, visit at www.nlrb.gov, click on **E-File Documents**, enter the **NLRB Case Number**, and follow the detailed instructions. If you appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on **December 1, 2016**. If filed electronically, the transmission of the entire document through the Agency must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service, an appeal will be **postmarked or given to a delivery service on the due date** if it is **postmarked or given to a delivery service on the due date** it will be accepted. If hand-delivered, an appeal must be received by the General Counsel in Washington, D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

How to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for filing so and the request for an extension of time is **received on or before December 1, 2016**. The request may be filed electronically through the Agency's website or by fax to (202) 373-1333. The request for an extension of time must be received **even if it is postmarked or given to a delivery service on the due date**. Electronically, a copy of the extension request must also be sent to me.

November 17, 2016

[REDACTED]

Confidentiality. We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request in the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. The Federal Records Act requires us to keep copies of certain documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential financial information, or personal privacy.

Very truly yours,

/s/Cornele [REDACTED] reet

Enclosure

cc: Joseph C. Rag [REDACTED] ey at Law
Michael E. Lignowski, Attorney at Law
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 1910 [REDACTED]
Amazon Fulfillment Center
4750 West Mohave Street
Phoenix, AZ 85043-8305

CAO/KAS/aa [REDACTED]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Amazon Fulfillment Center

Case Name(s).

Case 28-CA-185018

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)